MARANA AZ
CELEBRATING 45 YEARS

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, January 17, 2023, at or after 6:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
Patti Comerford, Council Member
Jackie Craig, Council Member
Herb Kai, Council Member
John Officer, Council Member
Roxanne Ziegler, Council Member

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on January 17, 2023, at or after 6:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

ACTION MAY BE TAKEN BY THE COUNCIL ON ANY ITEM LISTED ON THIS AGENDA. Revisions to the agenda can occur up to 24 hours prior to the meeting. Revised agenda items appear in *italics*.

As a courtesy to others, please turn off or put in silent mode all electronic devices.

Meeting Times

Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 6:00 PM at the Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings. This agenda may be revised up to 24 hours prior to the meeting. In such a case a new agenda will be posted in place of this agenda.

Speaking at Meetings

If you are interested in speaking to the Council during the Call to the Public or Public Hearings, you must fill out a speaker card (located in the lobby outside the Council Chambers) and deliver it to the Town Clerk prior to the convening of the meeting.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.

Accessibility
To better serve the citizens of Marana and others attending our meetings, the Council Chambers are wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk at (520) 382-1999. Requests should be made as early as possible to arrange the accommodation.

Agendas
Copies of the agenda are available the day of the meeting in the lobby outside the Council Chambers or online at www.maranaaz.gov under Agendas and Minutes. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at (520) 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

This Notice and Agenda Posted no later than 24 hours prior to the meeting, at the Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.maranaaz.gov under Agendas and Minutes.

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC
At this time any member of the public is allowed to address the Town Council on any issue within the jurisdiction of the Town Council, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three minutes to speak. Any persons wishing to address the Council must complete a speaker card located outside the Council Chambers and deliver it to the Town Clerk prior to the commencement of the meeting. Individuals addressing a meeting at the Call to the Public will not be provided with electronic technology capabilities beyond the existing voice amplification and recording capabilities in the facilities. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council, and may ask staff to review the matter, or may ask that the matter be placed on a

future agenda.

PROCLAMATIONS

PR1 Proclamation recognizing February 2, 2023 as "Optimist Day" (David L. Udall)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

P1 Relating to Transportation: Presentation and discussion regarding the Marana Master Transportation Plan update (Fausto Burruel)

CONSENT AGENDA

The Consent Agenda contains items requiring action by the Council which are generally routine items not requiring Council discussion. A single motion and affirmative vote will approve all items on the Consent Agenda, including any resolutions or ordinances. Prior to a motion to approve the Consent Agenda, any Council member may remove any item from the Consent Agenda and that item will be discussed and voted upon separately.

C1 Resolution No. 2023-001: Relating to Public Works; approving and authorizing the Mayor to execute an Intergovernmental Agreement between Pima County and the Town of Marana for the Joint Administration of Public Works Projects (Jane Fairall)

C2 Resolution No. 2023-002: Relating to Building Safety; approving and authorizing the Mayor to sign an intergovernmental agreement between the Town of Marana and Northwest Fire District for access to the Town's virtual private network (VPN), Laserfiche system, and TRAKiT system (David L. Udall)

C3 Resolution No. 2023-003: Relating to Budget; approving a new capital improvement project, the Airport AWOS Upgrade project (AP042), and approving the transfer of up to $410,000.00 in budgeted expense authority from the Airport MIRL, PAPI, Beacon Replacement Lighting project (AP026) in the fiscal year 2022-2023 budget to fund the project (Fausto Burruel)

C4 Resolution No. 2023-004: Relating to Development; approving the Final Plat for Villagio Lots 5-7 located north of Tangerine Road and west of Thornydale Road within Section 31, Township 11 South and Range 13 East (Brian D. Varney)

C5 Resolution No. 2023-005: Relating to Development; approving a final plat for Boulder Canyon at Dove Mountain, Lots 1-58, and Common Areas "A" (Private Streets), "A-1" (Private Street and Public Pedestrian Trail Access), "B-1" (Public Pedestrian Trail Access and Open Space), "B-2" and "B-3" (Open Space, Utilities, Drainage, Grading and Landscaping) located north of Boulder Bridge Pass approximately one-half mile west of Secret Springs Drive within Section 15, Township 11 South and Range 12 East (Brian D. Varney)

C6 Resolution No. 2023-006: Relating to Personnel; authorizing Town staff to send 60-day notice of termination of 457 deferred compensation plan to the ICMA Retirement Corporation and to begin transition process to Nationwide Retirement Solutions 457 plan (Curry Hale)

C7 Approval of Regular Council Meeting Summary Minutes of December 20, 2022 and of Special Council Meeting Summary Minutes of December 20, 2022 (David L. Udall)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2023.001: Relating to Development; approving a rezoning of approximately 154.5 acres of land generally located between Marana Road and Grier Road, east of Wentz Road from Zone A - Small Lot Zone to R-4 Residential; and approving and authorizing the Mayor to sign the Development Agreement Regarding Streets Development Impact Fee Credits for the Wentz 154 Development Project (Scott S. Radden)

A2 PUBLIC HEARING: Ordinance No. 2023.002: Relating to Development; approving a rezoning of approximately 165 acres of land located east of Interstate 10, east and west of Adonis Road, and approximately 1.2 miles north of Tangerine Road from Zone E (Transportation Corridor) to R-4 (Residential), R-5 (Residential), and MR-1

(Multi-Family Residential); and approving and authorizing the Mayor to sign the Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project (Brian Varney)

A3 PUBLIC HEARING: Resolution No. 2023-007: Relating to Community and Neighborhood Services; approving and authorizing implementation of the Community Development Block Grant Citizen Participation Plan (Lisa Shafer)

A4 Resolution No. 2023-008: Relating to Annexation; adopting the Town of Marana Annexation Policy (Jason Angell)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Terry Rozema)

D2 Relating to Budget; discussion, direction, and possible action regarding development of the fiscal year 2023/2024 budget, including proposed budget initiatives and expenditures (Terry Rozema)

D3 Resolution No. 2023-009: Relating to Administration; approving and authorizing the Mayor to execute the Town Manager's Employment Agreement between the Town of Marana and Terry S. Rozema (Jane Fairall)

EXECUTIVE SESSIONS

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

E1 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

E2 Executive session pursuant to A.R.S. §38-431.03 (A)(3) and (4) for discussion or consultation with the Town's attorneys and to instruct the Town's representatives concerning the litigation entitled *In Re: AFFF Products Liability Litigation*, MDL No. 2873, currently pending in the United States District Court for the District of South Carolina, related to the

potential recovery of costs to remedy water quality issues resulting from perfluorinated compounds contamination.

E3 Executive Session pursuant to A.R.S. §38-431.03 (A)(1) to discuss the employment of Town Manager Terry Rozema, including discussion of the terms of the Town Manager's Employment Agreement.

FUTURE AGENDA ITEMS

Notwithstanding the Mayor's discretion regarding the items to be placed on the agenda, if three or more Council members request that an item be placed on the agenda, it must be placed on the agenda for the second regular Town Council meeting after the date of the request, pursuant to Marana Town Code Section 2-4-2(B).

ADJOURNMENT

Council-Regular Meeting **PR1**

Meeting Date: 01/17/2023

Date: January 17, 2023

Subject: Proclamation recognizing February 2, 2023 as "Optimist Day" (David L. Udall)

Attachments

Proclamation

MARANA AZ
CELEBRATING 45 YEARS

PROCLAMATION
Recognizing February 2, 2023 as Optimist Day

WHEREAS, Young people are our joy of today and our hope for tomorrow. They are filled with potential, and their unbounded enthusiasm to use their own talent, skills, and hard work to make a difference in others' lives inspires all around them; and

WHEREAS, Members of Optimist International celebrate Optimist Day throughout the world on the first Thursday of every February to promote their efforts in helping and recognizing the young people that make a difference in their communities and who encourage a greater exchange of ideas between young people and adults; and

WHEREAS, There are thousands of Optimist Clubs worldwide that carry out more than 6,500 service projects and serve around six million young people each year; and

WHEREAS, Anyone can celebrate Optimist Day by volunteering in the community, teaming up with their local Optimist Club, doing something that brings out optimism in themselves or others, or by bringing awareness about Optimist Day and the Optimist International Organization to friends and loved ones; and

WHEREAS, The Marana-Foothills Optimist Club is a local club whose mission is to provide hope and positive vision and to bring out the best in youth, our communities, and ourselves. The club's purpose is to develop optimism as a way of life, promote an active interest in good government and civic affairs, inspire respect for the law, promote patriotism and work for international accord and friendship among all people, aid and encourage in the development of youth, and serve others to advance the well-being of humankind, community life, and the world.

NOW, THEREFORE, I, Ed Honea, Mayor of the Town of Marana, do hereby proclaim and recognize February 2, 2023 as Optimist Day in the Town of Marana and commend the Town's Optimists for all of their accomplishments and for the impact they have in people's lives.

Dated this 17th day of January, 2023.

ATTEST:

_____ _____

David L. Udall, Town Clerk Ed Honea, Mayor

Council-Regular Meeting **P1**

Meeting Date: 01/17/2023

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Diahn Swartz, Traffic Manager

Date: January 17, 2023

Strategic Plan Focus Area:
Vibrant Community, Cherished Heritage, Proactive Public Services

Strategic Plan Focus Area Additional Info:
The Transportation Master Plan (TMP) touches on many elements of the Town's Strategic Plan; commerce, community, heritage, and lifestyles.
Focus Area 5: **Proactive Public Services** and the strategies within this focus area most closely align with the goal of the TMP. The Transporation Master Plan will be a vital guiding document as we move forward and this will be evident in future 5-Year Capital Improvement Plans. The TMP will also be a useful tool for not only the Town but those who are doing business and developing within Marana, providing guidance and information on future roadway networks and road classifications.
Focus Area 2: **Vibrant Community** also includes a strategy to update the Transportation Master Plan to reflect community needs and to support a Complete Streets approach to street design, to provide a safe and connected multi-modal transportation system.

Subject: Relating to Transportation: Presentation and discussion regarding the Marana Master Transportation Plan update (Fausto Burruel)

Discussion:

Kittelson and Associates is the consultant that has been procured to prepare the Town of Marana's Transportation Master Plan. They will provide a presentation that covers the following:

- Purpose of a Transportation Master Plan
- Plan Overview
- How We are Engaging the Public
- Ways to Get Involved
- Study Team
- Next Steps

Staff Recommendation:

Not Applicable. Presentation only.

Suggested Motion:

Not Applicable. Presentation Only.

Attachments

No file(s) attached.

Council-Regular Meeting **C1**

Meeting Date: 01/17/2023

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: January 17, 2023

Strategic Plan Focus Area:
Proactive Public Services

Strategic Plan Focus Area Additional Info:
Foster an open atmosphere that embraces change, creativity, innovation and calculated risk, and maintains the Town's high quality customer service.
GOAL: PRIORITIZE INFRASTRUCTURE AND MAINTENANCE THAT SUPPORT NEW GROWTH AND DEVELOPMENT IN A PROACTIVE AND SUSTAINABLE MANNER

Subject: Resolution No. 2023-001: Relating to Public Works; approving and authorizing the Mayor to execute an Intergovernmental Agreement between Pima County and the Town of Marana for the Joint Administration of Public Works Projects (Jane Fairall)

Discussion:

The Town of Marana and Pima County share borders at many locations and own and maintain various streets and rights-of-way adjacent to those borders. From time to time, when one jurisdiction is performing a public works project at a location adjacent to the other jurisdiction's right-of-way or street, it may make sense and lead to cost savings for the parties to work together to jointly administer the project. For example, if one entity is reconstructing a road that winds in and out of both jurisdictions, pursuant to this IGA, the entity doing the work (the "Provider Agency") will reconstruct the entire road and the other entity (the "Sponsoring Agency") will pay for its portion of the work. This will avoid duplication of effort, reduce mobilization costs, and lead to less traffic disruption for citizens.

The purpose of this proposed IGA is to set forth the responsibilities of the parties for

projects that extend across jurisdictional boundaries and will be jointly administered. Either Pima County's Transportation Director or the Town's Public Works Director may request that the parties enter into a Project Agreement for a project. The Project Agreement will set forth:

- The term of the Project Agreement
- A description of the Project Services that Provider Agency will provide to Sponsoring Agency
- An estimate of the cost of the Project Services for the Project that is the subject of the Project Agreement
- If applicable, billing rates and the method for calculating payment
- A schedule for paying invoices

The proposed IGA has a term of five years. Each party's reimbursement to the other will not exceed a total of $1,000,000 under all Project Agreements during the term of the IGA.

Staff Recommendation:

Staff recommends approval of the IGA.

Suggested Motion:

I move to adopt Resolution No. 2023-001, approving and authorizing the Mayor to execute an Intergovernmental Agreement between Pima County and the Town of Marana for the Joint Administration of Public Works Projects.

Attachments

Resolution No. 2023-001

Exhibit A to Resolution

MARANA RESOLUTION NO. 2023-001

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR THE JOINT ADMINISTRATION OF PUBLIC WORKS PROJECTS

WHEREAS Pima County and the Town of Marana may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952, *et seq.*; and

WHEREAS Pima County and the Town of Marana have statutory authority to enter into cooperative agreements for highway maintenance purposes pursuant to A.R.S. § 28-6707; and

WHEREAS Pima County and Town of Marana have highway maintenance responsibilities within their respective jurisdictions and desire to enter into an intergovernmental agreement for the purpose of joint administration of public works projects; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interest of the residents of the Town of Marana to enter into this intergovernmental agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS:

SECTION 1. The Town Council hereby approves the Intergovernmental Agreement between Pima County and Town of Marana for the Joint Administration of Public Works Projects, attached to and incorporated by this reference in this Resolution as Exhibit A, and the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana.

SECTION 2. The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 17th day of January, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Intergovernmental Agreement

between

Pima County

and Town of Marana

for the Joint Administration of Public Works Projects

This Intergovernmental Agreement ("IGA") is entered into by and between Pima County, a body politic and corporate of the State of Arizona, and Town of Marana, an Arizona municipal corporation, pursuant to Arizona Revised Statutes A.R.S. § 11-952.

1. Background.

1.1 Pima County and Town of Marana may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952, *et seq*.

1.2 Pima County and Town of Marana have statutory authority to enter into cooperative agreements for highway maintenance purposes pursuant to A.R.S. § 28-6707.

1.3 Pima County and Town of Marana have highway maintenance responsibilities within their respective jurisdictions.

2. Definitions.

a. Director: As to Pima County, the Director of the County's Department of Transportation. As to the Town of Marana, the Director of the Town's Public Works Department.

b. Project: Any transportation project involving design, construction, maintenance, or operations.

c. Project Agreement: A specific agreement between Sponsoring Agency and Provider Agency for the provision of Project Services for a particular Project, in substantially the form depicted in **Exhibit A**.

d. Project Services: Design, project management, utility coordination, materials testing, construction surveillances, quality assurance support services, and contract administration of Projects.

e. Provider Agency: The agency that performs the Project Services being requested.

f. Sponsoring Agency: The agency that owns and finances the Project and is requesting the Project Services.

2. Purpose. Pima County and Town of Marana want to enter into Project Agreements to set forth the responsibilities of the parties for Projects that extend across jurisdictional boundaries and will be jointly administered.

4. Project Agreements.

a. Pima County delegates to its Director, or Director's designee, and Town of Marana delegates to its Director, or Director's designee, the authority to negotiate, execute, modify, and terminate any Project Agreement in accordance with the terms and conditions of this IGA.

b. Either party's Director, or Director's designee, may request that the parties enter into a Project Agreement. Upon a request, the Director, or Director's designee, will review the request and, if mutually desirable, meet to discuss it.

d. Any proposed Project Agreement will be in writing, in substantially the form attached as **Exhibit A**, and will include, at a minimum:

i. The term of the Project Agreement.

ii. A description of the Project Services that Provider Agency will provide to Sponsoring Agency under the Project Agreement.

iii. The specific responsibilities of Sponsoring Agency and Provider Agency with respect to the Project.

iv. An estimate of the cost of the Project Services for the Project that is the subject of the Project Agreement. The estimate is for budgetary scheduling and is not a contractual guarantee, a cost ceiling, or an "upset limit."

iv. If the Project Services will be compensated on a cost-reimbursable basis, the Project Services Agreement will include billing rates and the method for calculating payment, if applicable, to the other party. The billing rates may be reviewed periodically during the term of the Project Agreement, and the parties, through their Directors, or Directors' designees, may agree in writing to revise the rates to reflect actual costs.

vi. Identification of a designated representative of Sponsoring Agency to receive invoices from Provider Agency and to approve the invoices for payment.

vii. A schedule for paying invoices, if applicable, which will provide that payment is due no later than 30 days after receipt of an invoice.

e. Each Project Agreement will be signed by the Director or Director's designee of each party.

f. Any amendment to a Project Agreement must be in writing and signed by the Director or Director's designee of each party.

g. Either party may terminate a Project Agreement at any time by providing the other party with 30 days' written notice of such termination. After a Project Agreement is terminated, the parties' obligations will be limited to payment for services rendered before termination, including any non-cancelable obligations incurred by prior to termination.

5. Execution of Projects Subject to Project Agreements. After a Project Agreement is executed, Provider Agency will perform the Project Services specified in the Project Agreement for Sponsoring Agency. Personnel from both parties will work together on the Project for coordination purposes. Coordination will include regular meetings and interaction between corresponding personnel at all levels for each assignment.

6. Responsibilities of the Parties.

Provider Agency will be responsible for:

a. Identifying and developing recommendations with respect to the Project Services and sharing those recommendations with Sponsoring Agency.

b. Establishing fixed price or cost reimbursable budget estimates for Project Services.

c. Providing sufficient qualified personnel to perform or supervise the Project Services with the necessary care, skill, and diligence, and in accordance with the plans, specifications, statutes, rules and regulations of Sponsoring Agency.

d. Preparing invoices (in the form approved by Sponsoring Agency) for submission to Provider Agency. Provider Agency will approve, sign, and forward invoicing documents to Sponsoring Agency's designated representative for approval and payment.

Sponsoring Agency will be responsible for:

a. Decision making authority over the Project.

b. Procurement review, contract processing, and payment procedures for each Project.

c. Approving and processing all change orders, progress payments, and final acceptance of the Project Services completed.

d. Upon review and approval of invoices, paying Provider Agency in a timely manner.

e. Evaluating, at its discretion, the Project Services or auditing any books or records of Provider Agency relative to the Project Services being provided and to verify that the Project Services are completed in accordance with the Project Agreement.

7. Change Orders/Amendments.

a. Change Orders/Amendments to any Project Agreement will be approved in writing by the Sponsoring Agency prior to implementation unless the changes are deemed to be of an emergency nature, or due to unforeseen conditions or other circumstances, or could cause extra cost to Sponsoring Agency if not done immediately. If such conditions exist, Provider Agency may execute the necessary changes with verbal approval of Sponsoring Agency's designated representative and provide a written notification of the changes to Sponsoring Agency within three working days of the discovery.

b. All amendments to this IGA will be in writing signed by each party prior to the implementation of the amended terms.

8. Financing.

a. Pima County's reimbursement to Town of Marana will not exceed a total of $1,000,000 ("Pima County's NTE Amount") under all Project Agreements during the term of this Agreement. Pima County's NTE Amount may be adjusted by mutual agreement of the parties during the Initial Term of this Agreement or for any term extensions as indicated in Section 10.

b. Town of Marana's reimbursement to Pima County will not exceed a total of $1,000,000 ("Town of Marana's NTE Amount") under all Project Agreements during the term of this Agreement. Town of Marana's NTE Amount may be adjusted by mutual agreement of the parties during the Initial Term of this Agreement or for term extensions as indicated in Section 10.

c. Each party will establish a job cost account to identify and track all costs of Project Services associated with each Project Agreement.

d. In the case of dispute on reimbursement of invoices/billings for Project Services rendered, the dispute will be escalated to the Director, or Director's designee, of each party for resolution on request of either party's designated representative. If the Directors, or Directors' designees, for either party disagree on any element of the invoices/billings or fail to take action within 10 days of the request, the element in dispute will be submitted to the Pima County Administrator and the Marana Town Manager. If the dispute is submitted to the County Administrator and the Town Manager and they are unable to resolve the dispute or fail to take action within 10 days of a request, the parties may pursue any remedies provided by law.

9. Other Uses for this IGA. This IGA may also be used for other professional services that fall within the intended scope and purpose of this IGA as mutually agreed upon by both parties and by the express approval of the Director, or Director's designee, of each party.

10. Term and Termination.

a. Term. The Initial Term of this IGA will begin on the date it is fully executed by both parties and will continue for a period of five years, unless it is, prior to expiration of such period, extended or terminated by agreement of the parties. Upon completion of the Initial Term, this IGA may be extended for an additional five-year term by written amendment approved and signed by the parties.

b. Termination. This IGA may be terminated under the following circumstances:

i. <u>For Convenience</u>. At any time either party to this IGA may terminate this IGA by providing to the other party written notice of such termination at least 60 calendar days prior to the termination date. Such termination will not relieve either party from those liabilities or costs incurred or obligated prior to the termination date.

ii. <u>For Cause</u>. A party may terminate this IGA for material breach of the IGA by the other party. Prior to any termination under this paragraph, the party allegedly in default will be given written notice by the other party of the nature of the alleged default. The party said to be in default will have 45 calendar days to cure the default. If the default is not cured within that time, the other party may terminate this IGA. Any such termination will not relieve either party from liabilities or costs already incurred or obligated under this IGA.

iii. <u>For Failure to Appropriate Sufficient Funds</u>. Any Project Agreement entered into pursuant to this IGA will automatically terminate or be delayed if, for any reason, either party fails to appropriate sufficient funds to fund the project or activity that is the subject of the Project Agreement. The project can restart if funds become available and both parties agree to restarting the project.

iv. <u>For Conflict of Interest</u>. This IGA may be terminated for a conflict of interest as set forth in A.R.S. § 38-511, the relevant portions of which are hereby incorporated by reference.

11. **Limitation of Liability.** To the fullest extent permitted by law, each party (as "indemnitor") will defend, indemnify and hold harmless the other party (as "indemnitee"), its officers, officials, employees, agents, volunteers, successors, and assigns (the "indemnified group") from and against any and all claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense) relating to, arising out of, resulting from or alleged to have resulted from the indemnitor's omissions, negligence, or willful misconduct relating to any action or inaction of this IGA (collectively, "claims") including but not limited to work, services, acts, errors, mistakes, or omissions in the performance of this IGA by anyone directly employed by the indemnitor. If any claim, action or proceeding is brought against the indemnified group, indemnitor must, at its sole cost and expense, resist or defend such claim or action on behalf of the indemnified group, but only to the extent that such claims result in vicarious/derivative liability to the indemnitee and are caused by the omission, negligence, or willful misconduct of the indemnitor, its officers, officials, agents, employees or volunteers; provided, however, that the indemnitor shall have no obligation to indemnify the indemnified group for the indemnified group's negligence (passive or otherwise) or willful misconduct. The indemnity provisions of this IGA survive the termination of this IGA.

12. **Insurance.** Each party will be responsible to carry adequate insurance to cover their respective liability arising as a result of their performance under this IGA. When requested, a party will provide the other party with proof of its worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.

13. **Inspection and Audit.** Either party may perform an inspection of any Project, or an audit of the Project books and records at any time in order to verify that monies spent on the Project were done so in accordance with this IGA. If a Project Agreement is funded by a third party, that third party is also entitled to perform such inspection or audit as necessary, including by the Comptroller General of the United States for any federally funded services.

14. **Construction of IGA.**

a. *Entire Agreement*. This instrument, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA.

b. *Amendment.* This IGA may not be modified, amended, altered or extended except through written amendment signed by the parties.

c. *Construction and Interpretation*. All provisions of this IGA will be construed to be consistent with the intention of the parties as expressed in this IGA.

d. *Captions and Headings*. The headings used in this IGA are for convenience only and are not intended to affect the meaning of any provision of this IGA.

e. *Severability*. If any provision of this IGA, or the application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application. If any provision of this IGA is declared invalid, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

15. **No Joint Venture**. It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership or joint venture between the parties. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

16. **No Third-Party Beneficiaries**. Nothing in this IGA is intended to create duties or obligations to or rights in third parties not party to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

17. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County, Arizona.

    a. *Non-Discrimination*. The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

    b. *Americans with Disabilities Act*. The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

    c. *Legal Arizona Workers Act Compliance*. Each party warrants to the other that it will, at all times during the term of this IGA, comply with all federal immigration laws applicable to the warranting party's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together, the "State and Federal Immigration Laws"). Each party further agrees to ensure that each contractor who performs work associated with any Project subject to this IGA (i) complies with the State and Federal Immigration Laws, and (ii) ensures that any subcontractor who performs work for the contractor complies with the State and Federal Immigration Laws.

    Each party will further require that each contractor who performs work on a Project subject to this IGA advises each subcontractor of the party's rights, and the subcontractor's obligations, with respect to this subsection, by including a provision in each subcontract substantially in the following form:

    > "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to subcontractor's employees, and with the requirements of A.R.S. § 23-214(A). Subcontractor further agrees that [Pima County or Town of Marana] may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

    Any breach of the warranty of compliance with the State and Federal Immigration Laws by either party, by that party's contractor on a Project subject to this IGA, or by a subcontractor of that party's contractor on a Project subject to this IGA will be deemed to be a material breach of this IGA subjecting the breaching party to penalties up to and including suspension or termination of this IGA. A party in breach of the warranty of compliance with State and Federal Immigration

Laws will further be liable to the other party for any additional costs attributable directly or indirectly to remedial action under this subsection.

Either party may, at any time, inspect the books and records of the other party in order to verify the other party's compliance with the State and Federal Immigration Laws.

18. Waiver. Waiver by any party of any breach of any term, covenant or condition herein contained will not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

19. Force Majeure. Neither party is responsible for a failure to perform any obligation under this IGA if such failure to perform is directly caused by a Force Majeure Event. A "Force Majeure Event" will mean an event or circumstance that is beyond the reasonable control and without the fault or negligence of the party impacted, and that could not have been prevented by the reasonable diligence of that party. Without in any way limiting the foregoing, Force Majeure Events may include, but are not restricted to (a) acts of God or of a public enemy, (b) acts of the Government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics or pandemics, (f) quarantine restrictions, (g) strikes, (h) freight embargoes; (i) failure or disruption of utilities or critical electronic systems, (j) mass health issues or disease, and (k) unusually severe weather. If a party is impacted by a Force Majeure Event, that party will give prompt notice to the other party and take commercially practical actions to mitigate the impacts of the Force Majeure Event.

20. Notice. Any notice required or permitted to be given under this IGA must be in writing, unless other forms are designated elsewhere, and must be delivered in person or sent by certified mail addressed as follows:

Town of Marana:
Fausto Burruel, Director
Department of Public Works
11555 W. Civic Center Drive
Marana AZ 85653
fburruel@maranaaz.gov

Pima County:
Kathryn Skinner, Interim Director
County Dept. of Transportation
201 N Stone Ave, Fourth Floor
Tucson, AZ 85712
Kathryn.Skinner@pima.gov

Either party may, by written notice to the other (email acceptable), designate a different person or address for the receipt of notices under this IGA.

Any written notice under this IGA will be deemed delivered and received on the date of delivery, if delivered by hand, or three business days after the date of mailing, if sent by mail.

21. Remedies. Either party may pursue any remedies provided by law for the breach of this IGA. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this IGA. The Parties acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with applicable law and court rules.

22. Legal Authority. Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

23. Effective Date. This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

24. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

PIMA COUNTY:	Town of Marana:
_____	_____
Chair, Board of Supervisors	Mayor
_____	_____
Date	Date

ATTEST:

_____	_____
Clerk of the Board	Town Clerk
_____	_____
Date	Date

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and Town of Marana has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:	Town of Marana:
_____	_____
Deputy County Attorney	Deputy County Attorney
Christopher Gerber	_____
Print Name	Print Name

12/05/2022
Date

Date

Approval

The foregoing Intergovernmental Agreement between Pima County and Town of Marana has been reviewed by the undersigned and is hereby approved as to content.

Kathryn Skinner, Director

Fausto Burruel, Public Works Director

Exhibit A – Sample Project Agreement

Project Agreement
between Pima County and Town of Marana for the _____Project

This Project Agreement is entered into by and between Pima County, a body politic and corporate of the State of Arizona, and **Town of Marana**, an Arizona municipal corporation, pursuant to A.R.S. § 28-6707 and the Intergovernmental Agreement between Pima County and **Town of Marana** for the Joint Administration of Public Works Projects dated _____ ("IGA").

1. **Background.**

   1.1 On _____, Pima County and **Town of Marana** entered into the IGA that enables this Project Agreement.

   1.2 [Pima County or **Town of Marana**] plans to: [*title and description of Project*] (the "Project").

   1.3 The parties estimate that the cost of Project to be provided under this Project Agreement is $_____. [*Remove if not applicable*]

2. **Purpose.**

   2.1 [Pima or **Town of Marana**], as Provider Agency, wants to provide the Project Services set forth in this Project Agreement and as provided in the IGA.

   2.2 [Pima County or **Town of Marana**], as Sponsoring Agency, wants to provide the Project Services set forth in this Project Agreement and as provided in the IGA.

3. **Incorporation by Reference.** This Project Agreement incorporates all definitions, terms, and conditions of the IGA.

4. **Effective Date; Term.** The initial term of this Project Agreement will begin on the date it is fully executed by both parties and will continue for a period of ___ year(s), unless it is, prior to expiration of such period, extended or terminated by agreement of the parties.

5. **Termination.** Either party's Director, or Director's designee, may terminate this Project Agreement by 30 days' advance written notice to the other party's Director, or Director's designee.

6. **Project Services.** Provider Agency will provide Sponsoring Agency with the following Project Services for the Project:

   [*List services*]

7. **Responsibilities of the Parties.**

   7.1 **Provider Agency.** In addition to the responsibilities set forth in the Agreement, Provider Agency will have the following responsibilities:

   [*List additional responsibilities or anything else that is applicable*]

SAMPLE

7.2 **Sponsoring Agency**. In addition to the responsibilities set forth in the Agreement, Sponsoring Agency will have the following responsibilities:

[*List additional responsibilities or anything else that is applicable*]

8. Rates. The parties agree to the following rates for Project Services:

[*List rates*]

9. **Billing and Payment.** Provider Agency shall invoice Sponsoring Agency for Project Services rendered at the rates agreed to be reasonable and applicable and defined within Section 8 of this Project Agreement. Sponsoring Agency's Designated Representative shall review each invoice to approve the invoices for payment. Invoices reviewed and approved for payment shall be paid within 30 days of submission to the Sponsoring Agency. [*Remove if not applicable*]

10. Designated Representatives. The parties designate the following individuals to serve as their Designated Representatives for purposes of initial communication regarding the Project:

Provider Agency: [*Insert name, title, address, telephone*]

Sponsoring Agency: [*Insert name, title, address, telephone*]

11. Notices. Any notice required or permitted to be given under this Project Agreement must be in writing, unless other forms are designated elsewhere, and must be delivered in person or sent by certified mail addressed as follows:

Pima County:
Kathryn Skinner, Director
Pima County Department of Transportation
201 N. Stone, 4th Floor
Tucson, Arizona 85701
(520) 724-6410

Town of Marana**:**
Fausto Burruel, Public Works Director
11555 W. Civic Center Drive
Marana, AZ 85653

Either party may, by written notice to the other (email acceptable), designate a different person or address for the receipt of notices under this Project Agreement.

Any written notice under this Agreement shall be deemed delivered and received on the date of delivery, if delivered by hand, or three business days after the date of mailing, if sent by mail.

12. Conflict of Interest. This Project Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

SAMPLE

13. Compliance with Laws. The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County, Arizona.

13.1 *Non-Discrimination*. The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13.2 *Americans with Disabilities Act*. The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

13.3 *Legal Arizona Workers Act Compliance*. Each party warrants to the other that it will, at all times during the term of this IGA, comply with all federal immigration laws applicable to the warranting party's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together, the "State and Federal Immigration Laws"). Each party further agrees to ensure that each contractor who performs work associated with any Project subject to this IGA (i) complies with the State and Federal Immigration Laws, and (ii) ensures that any subcontractor who performs work for the contractor complies with the State and Federal Immigration Laws.

Each party will further require that each contractor who performs work on a Project subject to this IGA advises each subcontractor of the party's rights, and the subcontractor's obligations, with respect to this subsection, by including a provision in each subcontract substantially in the following form:

> "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to subcontractor's employees, and with the requirements of A.R.S. § 23-214(A). Subcontractor further agrees that [Pima County or Town of Marana] may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any breach of the warranty of compliance with the State and Federal Immigration Laws by either party, by that party's contractor on a Project subject to this IGA, or by a subcontractor of that party's contractor on a Project subject to this IGA will be deemed to be a material breach of this IGA subjecting the breaching party to penalties up to and including suspension or termination of this IGA. A party in breach of the warranty of compliance with State and Federal Immigration Laws will further be liable to the other party for any additional costs attributable directly or indirectly to remedial action under this subsection.

Either party may, at any time, inspect the books and records of the other party in order to verify the other party's compliance with the State and Federal Immigration Laws.

SAMPLE

14. Non-Appropriation. Not withstanding any other provision in this Project Agreement, this Project Agreement may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this Project Agreement. In the event of such cancellation, the parties will have no further obligations under this Project Agreement other than for payment for services rendered prior to cancellation.

15. No Joint Venture. It is not intended by this Project Agreement to, and nothing contained in this Project Agreement will be construed to, create any partnership or joint venture between the parties. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

16. No Third-Party Beneficiaries. Nothing in this Project Agreement is intended to create duties or obligations to or rights in third parties not party to this Project Agreement or affect the legal liability of either party to the Project Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

17. Legal Authority. Neither party warrants to the other its legal authority to enter into this Project Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Project Agreement, or any part of it, then the Project Agreement, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

18. Entire Agreement. This Project Agreement and the IGA, incorporated by reference herein, constitute the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this Project Agreement.

19. Amendment. This Project Agreement may only be modified, amended, altered or changed by written agreement signed by the parties.

PIMA COUNTY:

_____ _____

Kathryn Skinner, Director Date
Pima County Department of Transportation

Town of Marana:

_____ _____

Fausto Burruel, Director Date
Public Works Department

SAMPLE

Council-Regular Meeting **C2**

Meeting Date: 01/17/2023

To: Mayor and Council

From: David L. Udall, Town Clerk/Assistant Town Attorney

Date: January 17, 2023

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2023-002: Relating to Building Safety; approving and authorizing the Mayor to sign an intergovernmental agreement between the Town of Marana and Northwest Fire District for access to the Town's virtual private network (VPN), Laserfiche system, and TRAKiT system (David L. Udall)

Discussion:

Northwest Fire District provides fire code official services to properties within the Town of Marana. The Town uses a document management system, known as Laserfiche, for archiving, searching for, and retrieving digital records. The Town also uses a land management system, known as TRAKiT, for tracking projects, permits, violations, contacts, and financial information. Pursuant to paragraph 5.6.2 of the Town's Network Access & Security Administrative Directive (the Administrative Directive), the Town's systems can be accessed remotely through the Town's virtual private network (VPN), but only by Town-issued equipment.

On September 6, 2016, the Town Council approved a five-year intergovernmental agreement (IGA) with Northwest Fire District (NWFD) allowing NWFD access to its Laserfiche and TRAKiT systems to assist with plan reviews for tenant improvements and annual inspections and to give NWFD the ability to enter information regarding reviews and fees into the TRAKiT system. That agreement has since expired.

If approved, the proposed IGA would allow NWFD personnel and equipment to access the Town's VPN notwithstanding paragraph 5.6.2 of the Administrative Directive,

provided that NWFD personnel abide by the other requirements outlined in the Administrative Directive. It would also renew the terms of the 2016 IGA allowing NWFD access to the Town's Laserfiche and TRAKiT systems.

Staff Recommendation:

Staff recommends approval of Resolution No. 2023-002.

Suggested Motion:

I move to adopt Resolution No. 2023-002, approving and authorizing the Mayor to sign an intergovernmental agreement between the Town of Marana and Northwest Fire District for access to the Town's virtual private network (VPN), Laserfiche system, and TRAKiT system.

Attachments

Resolution No. 2023-002

Exhibit A to Resolution

MARANA RESOLUTION NO. 2023-002

RELATING TO BUILDING SAFETY; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND NORTHWEST FIRE DISTRICT FOR ACCESS TO THE TOWN'S VIRTUAL PRIVATE NETWORK (VPN), LASERFICHE SYSTEM, AND TRAKIT SYSTEM

WHEREAS Northwest Fire District is an internationally accredited Arizona fire district, organized and existing pursuant to Title 48, Chapter 5, Arizona Revised Statutes, providing, among other things, fire protection and prevention services within its territorial boundaries; and

WHEREAS the Town of Marana is an Arizona municipal corporation, organized and existing pursuant to Title 9, Chapter 2, Arizona Revised Statutes, and which does not have a fire department; and

WHEREAS the District and the Town have each adopted the same internationally recognized fire code and the District provides Fire Code Official services to properties within the territorial boundaries of the Town; and

WHEREAS the Town has established a virtual private network (VPN); and

WHEREAS the Town uses a software application known as Laserfiche, which is a document management system used for archiving, searching for, and retrieving digital records; and

WHEREAS the Town also uses a software application known as TRAKiT, which is a land management system used for tracking projects, permits, violations, contacts, and financial information; and

WHEREAS the District desires access to the Town's VPN, Laserfiche system, and TRAKiT system; and

WHEREAS the Mayor and Council find that entering into an intergovernmental agreement with the District allowing the District access to the Town's VPN, Laserfiche system, and TRAKiT system is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Intergovernmental Agreement Between the Town of Marana and Northwest Fire District for Access to the Town's Virtual Private Network, Laserfiche System, and TRAKiT System, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby

approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 17th day of January, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND NORTHWEST FIRE DISTRICT FOR ACCESS TO THE TOWN'S VIRTUAL PRIVATE NETWORK, LASERFICHE SYSTEM, AND TRAKiT SYSTEM

This INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, and the NORTHWEST FIRE DISTRICT (the "District"), an Arizona fire district. The Town and the District are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. The District is an internationally accredited Arizona fire district, organized and existing pursuant to Title 48, Chapter 5, Arizona Revised Statutes, providing, among other things, fire protection and prevention services within its territorial boundaries; and

B. The Town is an Arizona municipal corporation, organized and existing pursuant to Title 9, Chapter 2, Arizona Revised Statutes, which does not have a fire department; and

C. The District and the Town have each adopted the same internationally recognized fire code ("Fire Code"); and

D. The District provides Fire Code Official services to properties within the territorial boundaries of the Town; and

E. The Town has established a virtual private network ("VPN"), which is a secure online network that can only be accessed and used by Town-issued equipment pursuant to paragraph 5.6.2 of the Town's Network Access & Security Administrative Directive, effective August 14, 2019 and amended from time to time, (the "Administrative Directive"); and

F. The Town uses a software application known as Laserfiche, which is a document management system used for archiving, searching for, and retrieving digital records; and

G. The Town also uses a software application known as TRAKiT, which is a land management system used for tracking projects, permits, violations, contacts, and financial information; and

H. The District desires access to the Town's Laserfiche system to access building plans to assist with plan reviews for tenant improvements and annual inspections, access to the

Town's TRAKiT system to enter information regarding reviews and fees system, and access to the Town's VPN in order to securely access Laserfiche and TRAKiT; and

I. The District and the Town may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, *et seq*.

AGREEMENT

1. Purpose: The purposes of this Agreement are to allow authorized District personnel and equipment to access the Town's VPN, the Town's Laserfiche system, and the Town's TRAKiT system.

2. Responsibilities of the Town: The Town shall allow authorized District personnel and equipment to have access to the Town's VPN, Laserfiche system, and TRAKiT system at no cost to District, as set forth herein.

a. Notwithstanding paragraph 5.6.2 of the Administrative Directive, the Town will authorize appropriate District personnel and equipment to have access the Town's VPN for the sole purpose of accessing the Town's Laserfiche system and the Town's TRAKiT system.

b. The Town will authorize appropriate District personnel to have view-only access to the Town's Laserfiche system for the sole purpose of accessing building and site plans to assist with plan reviews for tenant improvements and annual inspections.

c. The Town will authorize appropriate District personnel to have access to the Town's TRAKiT system for the sole purpose of entering information regarding the District's reviews and fees into the system.

3. Responsibilities of the District: The District shall ensure that only authorized District personnel and equipment, as approved by the Town, are allowed access to the Town's Laserfiche and TRAKiT systems, as set forth herein.

a. Authorized District personnel and equipment shall have access to the Town's VPN for the sole purpose of accessing the Town's Laserfiche system and the Town's TRAKiT system, provided that all authorized District personnel shall be familiar with and abide by the Town's Administrative Directive.

b. Authorized District personnel shall have view-only access to the Town's Laserfiche system for the sole purpose of assisting the District with plan reviews for tenant improvements and annual inspections.

c. Authorized District personnel shall have access to the Town's TRAKiT system for the sole purpose of entering information regarding the District's reviews and fees into the TRAKiT system.

4. Insurance. The Parties agree that they shall maintain for the duration of this Agreement policies of public liability insurance sufficient to cover all of their obligations undertaken in the implementation of this Agreement.

5. Mutual Indemnification. To the fullest extent permitted by law, each Party (as "indemnitor") shall defend, indemnify and hold harmless the other Party (as "indemnitee"), its officers, officials, employees, agents, volunteers, successors, and assigns (the "indemnified group") for claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense) relating to, arising out of, resulting from or alleged to have resulted from the indemnitor's acts, errors, mistakes or omissions relating to any action or inaction of this Agreement (collectively, "claims") including but not limited to work, services, acts, errors, mistakes, or omissions in the performance of this Agreement by anyone directly or indirectly employed by or contracting with the indemnitor, or any person for whose acts and liabilities are the obligation of the indemnitor. If any claim, action or proceeding is brought against the indemnified group, indemnitor shall have a duty, at its sole cost and expense, to resist or defend such claim or action on behalf of the indemnified group but only to the extent that such claims result in vicarious/derivative liability to the indemnitee and are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers; provided, however, that the indemnitor shall have no obligation to indemnify the indemnified group for the indemnified group's passive negligence. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

6. Term of the Agreement. This Agreement shall be effective as of the signature date of the last Party to sign this Agreement. This Agreement shall remain in effect for 60 months and may be renewed upon mutual written agreement of the Parties. This Agreement may be terminated by either Party upon 30 days' written notice.

7. Notice. Any and all notices, requests and/or demands made upon a Party pursuant to or in conjunction with this Agreement shall be delivered in person and deemed delivered upon receipt or by U.S. Mail and deemed given five business days following depositing in the mail, first class postage prepaid to:

The Town:

The Town of Marana
Attn: Town Manager
11555 W. Civic Center Drive
Marana, AZ 85653-7006

The District:

Northwest Fire District
Attn: Fire Chief
13535 N. Marana Main St.
Marana, AZ 85653

8. Financing. The Parties represent that each has sufficient funds in its budget to carry out its obligations under this Agreement. Should either Party fail to obtain continued funding during the term of this Agreement or fail to appropriate or approve funds, this Agreement shall be deemed terminated as of the last day such funds are available.

9. Jurisdiction. Except as otherwise specifically set forth in this Agreement, this Agreement shall not be construed to either limit or extend the jurisdiction of either Party.

10. Non-Discrimination. The Parties agree to be bound by applicable state and federal rules and regulations governing equal employment opportunities and non-discrimination.

11. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511.

12. Employee Relationship. This Agreement does not and shall not be construed to create any partnership, joint venture or employment relationship between the Parties or create any employer/employee relationship between a Party and the employees of the other Party. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including, without limitation, the other Party's obligation to withhold social security and income tax for any of its employees or to provide workers' compensation coverage.

13. Workers' Compensation. For purposes of Workers' Compensation, an employee of a Party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another Party pursuant to this specific Agreement, is deemed to be an employee of both Parties, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of Workers' Compensation benefits for the purposes of this paragraph. Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E).

14. Third Parties. Nothing in this Agreement is intended to confer any rights or remedies to a person or entity not a Party, or the successor or assigns of a Party.

15. Immigration Compliance. As mandated by A.R.S. § 41-4401, the Parties are prohibited after September 30, 2008, from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). The Parties must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). Therefore, in signing or performing any contract for the Parties, the Parties fully understand that:

a. They warrant that they and any subcontractors they may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);

b. A breach of the warranty described in subsection A, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract; and

c. The Parties or their designees retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under subsection A.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their representatives' respective signatures.

TOWN:

TOWN OF MARANA, an Arizona municipal corporation

By:_____
Mayor

Date:_____

ATTEST:

_____
Town Clerk

DISTRICT:

NORTHWEST FIRE DISTRICT, an Arizona fire district

By:_____
Chairperson

Date:_____

ATTEST:

_____
Clerk

ATTORNEY CERTIFICATION

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Intergovernmental Agreement represented by the undersigned.

Thomas A. Benavidez Attorney, Northwest Fire District	Jane Fairall Attorney, Town of Marana

Council-Regular Meeting **C3**

Meeting Date: 01/17/2023

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Dan Grossman, CIP Process Analyst

Date: January 17, 2023

Strategic Plan Focus Area:
Not Applicable

Strategic Plan Focus Area Additional Info:
PRINCIPLE STATEMENT 2: WE WILL SEEK AND RETAIN DIVERSE INDUSTRIES AND COMMERCE.
Initiative 3: Invest in airport infrastructure and lease opportunities to grow airport operations.

Subject: Resolution No. 2023-003: Relating to Budget; approving a new capital improvement project, the Airport AWOS Upgrade project (AP042), and approving the transfer of up to $410,000.00 in budgeted expense authority from the Airport MIRL, PAPI, Beacon Replacement Lighting project (AP026) in the fiscal year 2022-2023 budget to fund the project (Fausto Burruel)

Discussion:

The existing Automated Weather Observing System (AWOS) is approximately 20 to 25 years old. The system is failing and due to the age of the equipment. Finding replacement parts has become difficult, and they are often not available.

This project was not included in the fiscal year 2022-2023 budget. However, the Town may now receive a new Airport Improvement Grant (AIG) to fund this project for an amount of up to $410,000.00. The project will be primarily funded through federal funds (91%) with the remainder evenly split between the Town and ADOT.

Staff is now requesting The Town Council's approval of a new capital improvement project, the Airport AWOS Upgrade project (AP042) and a transfer of budgeted expense authority to fund the new project. The estimated project cost of the AWOS Upgrade project (AP042) is $410,000.00.

Financial Impact:

Fiscal Year:	2023
Budgeted Y/N:	No
Amount:	$410,000.00

The project budget will be funded with Airport Capital funds (Fund # 5025) and overall budget capacity within the fund will not change. There is adequate capacity in the Airport MIRL, PAPI, Beacon Replacement Lighting project (AP026) to transfer to the Airport AWOS Upgrade project (AP042).

Staff Recommendation:

Staff recommends the approval of the Airport AWOS Upgrade project (AP042) and authorizing the transfer of up to $410,000.00 in budgeted expenditure authority from the Airport Capital funds (Fund # 5025) to fund the AWOS Upgrade project (AP042).

Suggested Motion:

I move to adopt Resolution No. 2023-003, approving a new capital improvement project, the Airport AWOS Upgrade project (AP042), and approving the transfer of up to $410,000.00 in budgeted expense authority from the Airport MIRL, PAPI, Beacon Replacement Lighting project (AP026) in the fiscal year 2022-2023 budget to fund the project.

Attachments

Resolution No. 2023-003

MARANA RESOLUTION NO. 2023-003

RELATING TO BUDGET; APPROVING A NEW CAPITAL IMPROVEMENT PROJECT, THE AIRPORT AWOS UPGRADE PROJECT (AP042), AND APPROVING THE TRANSFER OF UP TO $410,000.00 IN BUDGETED EXPENSE AUTHORITY FROM THE AIRPORT MIRL, PAPI, BEACON REPLACEMENT LIGHTING PROJECT (AP026) IN THE FISCAL YEAR 2022-2023 BUDGET TO FUND THE PROJECT

WHEREAS on June 21, 2022, the Town Council adopted the fiscal year 2022-2023 budgetary document and overall financial plan which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds; and

WHEREAS the existing Automated Weather Observing System (AWOS) is failing due to the age of the equipment and the difficulty in finding replacement parts; and

WHEREAS upgrading the AWOS was not a project included in the fiscal year 2022-2023 budget; and

WHEREAS Airport Improvement Grant (AIG) funding may now be available to the Town to fund this project for an amount of up to $410,000.00; and

WHEREAS the Airport AWOS Upgrade Project (AP042) will be primarily funded through federal funds with the remainder evenly split between the Town and ADOT; and

WHEREAS Town staff has determined that the Airport AWOS Upgrade Project (AP042) budget will be funded with Airport capital funds, that overall budget capacity within the fund will not change, and that there is adequate capacity in the Airport MIRL, PAPI, Beacon Replacement Lighting Project (AP026) to transfer to the Airport AWOS Upgrade Project (AP042); and

WHEREAS the Council finds that transferring the budgeted expense authority from within the fiscal year 2022-2023 budget will not significantly impact the General Fund; and

WHEREAS reallocations of budgeted expense authority are necessary from time to time; and

WHEREAS the Council finds that the reallocations addressed by this resolution are in the best interest of the Town of Marana and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS:

SECTION 1. The new capital improvement project, Airport AWOS Upgrade Project (AP042), is hereby approved.

SECTION 2. The transfer of $410,000.00 in budgeted expense authority within the Airport Capital Fund from the Airport MIRL, PAPI, Beacon Replacement Lighting Project (AP026) to the Airport AWOS Upgrade Project (AP042) in the fiscal year 2022-2023 budget for anticipated costs associated with the newly established AWOS project described in Section 1 is hereby approved.

SECTION 3. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 17th day of January 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C4**

Meeting Date: 01/17/2023

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: January 17, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-004: Relating to Development; approving the Final Plat for Villagio Lots 5-7 located north of Tangerine Road and west of Thornydale Road within Section 31, Township 11 South and Range 13 East (Brian D. Varney)

Discussion:

Request
Old Lobo Villagio, LLC is requesting approval of a final plat consisting of three commercial lots on approximately 4.54 acres of land located north of Tangerine Road and west of Thornydale Road. The proposed plat is located within the Tangerine / Thornydale Specific Plan, and the land use designation is Commercial.

Land Use
The proposed plat is a resubdivision of the existing Lot 1 of the final plat for Villagio Lot 1 Resubdivision - Lots 1 & 4. The proposed lot sizes are: 76,227 square feet (Lot 5), 32,991 square feet (Lot 6), and 36,635 square feet (Lot 7). The maximum building height allowed is two stories, up to 40 feet.

Access and Traffic Circulation
The subdivision will be accessed from both Tangerine Road and Thornydale Road.

Utilities
Water service will be provided to the subdivision by Tucson Water. Wastewater service will be provided by Pima County Regional Wastewater.

Staff Recommendation:

Staff has reviewed the request against the requirements of the Tangerine / Thornydale Specific Plan, the Marana Town Code, and the Marana General Plan. This final plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2023-004, approving the final plat for Villagio Lots 5-7.

Attachments

Resolution No. 2022-004
Villagio Lots 5-7 Final Plat
PRV2206-009 V57 Map
PRV2206-009 V57 App

MARANA RESOLUTION NO. 2023-004

RELATING TO DEVELOPMENT; APPROVING THE FINAL PLAT FOR VILLAGIO LOTS 5-7 LOCATED NORTH OF TANGERINE ROAD AND WEST OF THORNYDALE ROAD WITHIN SECTION 31, TOWNSHIP 11 SOUTH AND RANGE 13 EAST

WHEREAS, on July 5, 2006, the Town Council adopted Ordinance No. 2006.20, approving the Tangerine / Thornydale Specific Plan; and

WHEREAS, on October 2, 2007, the Town Council adopted Ordinance No. 2007.24, approving an amendment to the Tangerine / Thornydale Specific Plan; and

WHEREAS, on June 3, 2008, the Town Council adopted Resolution No. 2008-71, approving a final plat for Villagio, Lots 1-3, Blocks "A" and "B"; and

WHEREAS, on May 16, 2017, the Town Council adopted Resolution No. 2017-040, approving the final plat for Villagio Lot 1 Resubdivision – Lots 1 & 4; and,

WHEREAS Old Lobo Villagio, LLC has applied for approval of the final plat for Villagio Lots 5-7 located north of Tangerine Road and west of Thornydale Road; and,

WHEREAS the Mayor and Town Council, at its January 17, 2023 meeting, determined that the final plat for Villagio Lots 5-7 should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the final plat for Villagio Lots 5-7 is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of January 2023.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

David L. Udall, Town Clerk

Jane Fairall, Town Attorney

FINAL PLAT FOR VILLAGIO LOTS 5-7

BEING A RESUBDIVISION OF LOT 1 OF FINAL PLAT FOR VILLAGIO LOT 1 RESUBDIVISION – LOTS 1 & 4, SEQUENCE NO. 20171420087

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT.

WE, THE UNDERSIGNED, OUR SUCCESSORS AND ASSIGNS, DO HEREBY HOLD THE TOWN OF MARANA, ITS EMPLOYEES, OFFICERS, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THESE LANDS NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD, OR RAINFALL. NATURAL DRAINAGE SHALL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE TOWN OF MARANA.

OLD LOBO VILLAGIO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF PIMA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THIS _____ DAY OF_____,

2022, BY RON B. AULT, MANAGER OF OLD LOBO VILLAGIO, LLC, AN ARIZONA LIMITED LIABILITY

COMPANY, ON BEHALF OF THE LLC.

_____
NOTARY PUBLIC

TOWN OF MARANA APPROVALS

BY _____ P.E. _____
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER DATE

BY _____ _____
MARANA PLANNING MANAGER DATE

I, _____, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY

THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON

THE _____ DAY OF _____, 20_____,

BY _____ _____
CLERK OF THE TOWN OF MARANA DATE

RECORDING

SEQ:_____

FEE: _____

STATE OF ARIZONA)
) SS
COUNTY OF PIMA)

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST

OF: LSRS LAND SURVEYING

DATE:_____

TIME:_____

WITNESS MY HAND AND OFFICIAL SEAL, DAY AND YEAR ABOVE WRITTEN.
GABRIELLA CAZARES-KELLY, COUNTY RECORDER.

BY: _____
DEPUTY

PIMA COUNTY APPROVAL

BY _____ _____
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE

ASSURED WATER SUPPLY

THE UNDERSIGNED CERTIFIES THAT IT IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY AND WILL PROVIDE WATER SERVICE TO THIS SUBDIVISION.

BY _____

ITS _____ _____
CITY OF TUCSON WATER DEPARTMENT DATE

ASSURANCES

THE TOWN OF MARANA DOES NOT REQUIRE THE SUBDIVIDER TO PROVIDE SUBDIVISION ASSURANCES FOR THIS SUBDIVISION. ANY SUBDIVISION IMPROVEMENTS REQUIRED BY ARIZONA REVISED STATUTES SECTION 9-463.01(C)(8) AND MARANA TOWN CODE SECTION 17-5-4 HAVE BEEN PROVIDED.

BY _____ _____
TOWN OF MARANA DATE

AREA

LOT 5 CONTAINS 76,227 SQUARE FEET OR 1.7499 ACRES
LOT 6 CONTAINS 32,991 SQUARE FEET OR 0.7574 ACRES
LOT 7 CONTAINS 36,635 SQUARE FEET OR 0.8410 ACRES
SUBDIVISION CONTAINS 145,853 SQUARE FEET OR 3.3483 ACRES (NET)

BASIS OF BEARING

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 31, WHICH BEARS NORTH 00°06'36" WEST.

OWNER

OLD LOBO VILLAGIO LLC
4414 E. BLANCHE DR.
PHOENIX, AZ 85032
CONTACT: RON AULT
PH: (602) 493-5505

SURVEYOR

LSRS LAND SURVEYING
5031 E. SLEEPY RANCH RD.
CAVE CREEK, AZ 85331
CONTACT: JAY VANLANDSCHOOT
PH: (480) 650-4006

CERTIFICATION OF ENGINEER

I HEREBY CERTIFY THAT THE FLOODPLAIN LIMITS AND EROSION HAZARD SETBACKS AS SHOWN ON THIS PLAT WERE PREPARED UNDER MY DIRECTION.

_____
JENNIFER J. SMITH P.E. #44734

CERTIFICATE NO. 44734 JENNIFER J. SMITH Date Signed 11/2/22 ARIZONA, U.S.A. Expires 06/30/2024

CERTIFICATION OF SURVEY

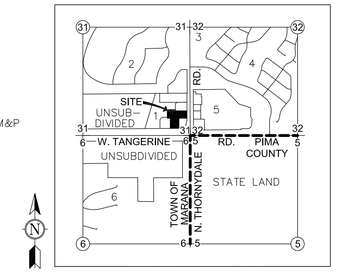
I HEREBY CERTIFY THAT THE BOUNDARY SURVEY AS SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING AND PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION.

_____
JAY VANLANDSCHOOT R.L.S. #45763

CERTIFICATE NO. 45763 JAY VANLANDSCHOOT Date Signed 11/2/22 ARIZONA, U.S.A. Expires 3/31/2025

SUBDIVISIONS

1 VILLAGIO, BOOK 63, PAGE 79, M&P
2 TORTOLITA VISTAS, BOOK 62, PAGE 44, M&P
3 TANGERINE CROSSING BLOCK 3, BOOK 65, PAGE 28, M&P
4 TANGERINE CROSSING, BOOK 60, PAGE 87, M&P
5 TANGERINE CROSSING COMMERCIAL CENTER, BOOK 61, PAGE 46, M&P
6 SKYRANCH, BOOK 58, PAGE 58, M&P



VICINITY MAP

3"=1 MILE
SOUTHEAST 1/4 SECTION 31 AND
SOUTHWEST 1/4 SECTION 32
TOWNSHIP 11 SOUTH, RANGE 13 EAST, AND
NORTHEAST 1/4 SECTION 6 AND
NORTHWEST 1/4 SECTION 5
TOWNSHIP 12 SOUTH, RANGE 13 EAST,
GILA & SALT RIVER MERIDIAN,
TOWN OF MARANA,
PIMA COUNTY, ARIZONA

SHEET INDEX

1 COVER SHEET AND NOTES
2 SUBDIVISION SHEET

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 197,601 SQUARE FEET OR 4.5363 ACRES, WHICH IS CALCULATED TO THE CENTERLINES OF THORNYDALE ROAD AND TANGERINE ROAD.

2. THE TOTAL NUMBER OF LOTS IS 3.

3. ZONING OF THE PROPERTY IS "SP" – TANGERINE/THORNYDALE SPECIFIC PLAN.

4. DEVELOPMENT IN THIS SUBDIVISION IS GOVERNED BY THE ORIGINAL SPECIFIC PLAN ADOPTED BY ORDINANCE NO. 2006.20, AS AMENDED BY THE SPECIFIC PLAN AMENDMENT ADOPTED BY ORDINANCE NO. 2007.24.

5. THE SUBDIVISION IS LOCATED IN THE COMMERCIAL (C) LAND USE DESIGNATION OF THE TANGERINE/THORNYDALE SPECIFIC PLAN AND IS SUBJECT TO THE "C" LAND USE DEVELOPMENT STANDARDS AND COMMERCIAL DESIGN STANDARDS.

6. MINIMUM PERIMETER SETBACKS: 20 FEET

7. MAXIMUM BUILDING HEIGHT: 2 STORIES, UP TO 40 FEET (INCLUDING ARCHITECTURAL EMBELLISHMENTS)

8. BASIS OF BEARINGS IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 31, WHICH BEARS NORTH 00°06'36" WEST.

9. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.

10. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.

11. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.

12. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.

13. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.

14. TOTAL MILES OF NEW PUBLIC OR PRIVATE STREETS IS 0.

15. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.

16. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF TUCSON WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.

17. A CROSS ACCESS AND VEHICULAR AND PEDESTRIAN INGRESS/EGRESS EASEMENT AND SHARED PARKING AGREEMENT IS RECORDED IN DOCKET 13146, PAGE 650.

18. COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS SUBDIVISION HAVE BEEN RECORDED IN DOCKET 13146, PAGE 650; IN DOCKET 13332, PAGE 547; AND IN SEQUENCE NO. 20170480113, IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA.

SEQUENCE NUMBER

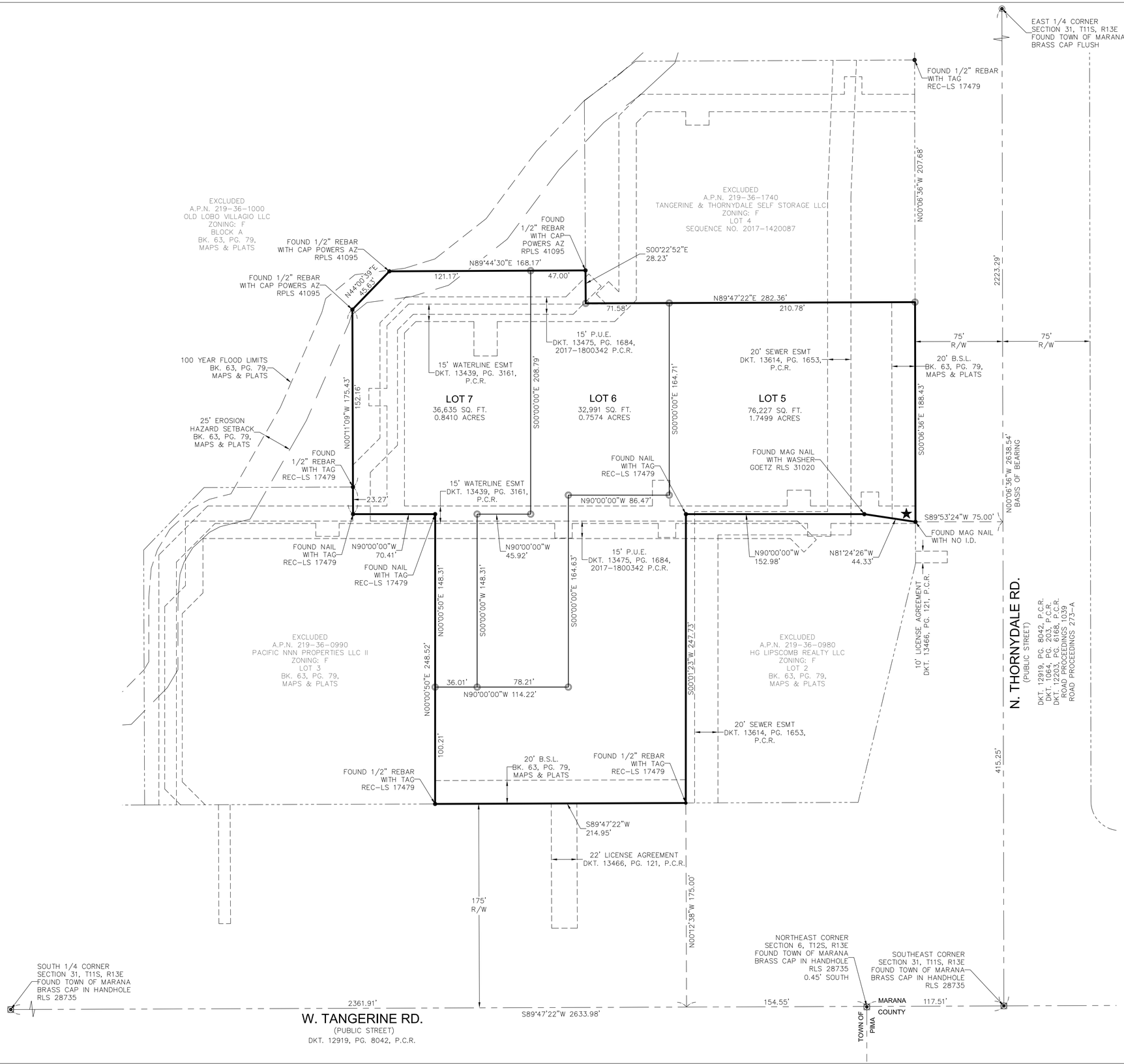
FINAL PLAT FOR VILLAGIO LOTS 5-7

BEING A RESUBDIVISION OF LOT 1 OF FINAL PLAT FOR VILLAGIO LOT 1 RESUBDIVISION – LOTS 1 & 4, SEQUENCE NO. 20171420087, RECORDS OF PIMA COUNTY, ARIZONA, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 11 SOUTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

TOWN OF MARANA PROJECT NO: PRV2206-009
RELATED PROJECT NO: PRV1702-001

PROJ. NO: 22015	
CAD FILE: 22015_FP	
DATE: 11/2/22	
DRAWN: JV	
SCALE: NTS	
REVISIONS:	
SHEET 1 of 2	

SEQUENCE NUMBER



SCALE: 1"= 40'

0 20' 40' 80' 120'

LEGEND

- FOUND BRASS CAP FLUSH
- FOUND BRASS CAP IN HANDHOLE
- FOUND MONUMENT AS NOTED
- MONUMENT TO BE SET
- GENERAL ACCESS LOCATION

A.P.N. ASSESSOR PARCEL NUMBER
B.S.L. BUILDING SETBACK LINE
P.C.R. PIMA COUNTY RECORDS
P.U.E. PUBLIC UTILITY EASEMENT
R/W RIGHT-OF-WAY
ESMT EASEMENT
DKT. DOCKET
BK. BOOK
PG. PAGE
I.D. IDENTIFICATION

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- RIGHT-OF-WAY OR ADJOINER LINE
- EASEMENT LINE
- SECTION LINE
- 100 YEAR FLOODPLAIN LINE
- EROSION HAZARD SETBACK LINE

REGISTERED LAND SURVEYOR
45763
JAY
VANLANDSCHOOT
Date Signed 11/21/22
ARIZONA U.S.A.
Expires 3/31/2025

FINAL PLAT FOR VILLAGIO LOTS 5-7

BEING A RESUBDIVISION OF LOT 1 OF FINAL PLAT FOR VILLAGIO LOT 1 RESUBDIVISION – LOTS 1 & 4, SEQUENCE NO. 20171420087, RECORDS OF PIMA COUNTY, ARIZONA, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 11 SOUTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

TOWN OF MARANA PROJECT NO: PRV2206-009
RELATED PROJECT NO: PRV1702-001

PROJ. NO: 22015	
CAD FILE: 22015_FP	
DATE: 11/2/22	
DRAWN: JV	
SCALE: 1"=40'	
REVISIONS:	
SHEET 2 of 2	

SEQUENCE NUMBER

SEQUENCE NUMBER

Town of Marana Planning

PRV2206-009 Final Plat for Villagio Lots 5-7

Legend

- Marana Town Limits
- Parcel Labels
- Parcels (Black)

Notes

0.1 0 0.07 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

MARANA AZ

Development Services / maranaplanning@maranaAZ.gov
11555 West Civic Center Drive / Marana, AZ 85653
Ph (520) 382-2600 / Fax (520) 382-2641 / maranaAZ.gov

PROJECT APPLICATION

APPLICATION TYPE

☐ Annexation	☐ Development Plan	☐ Development Plan Package	☐ General Plan Amendment
☐ Rezone	☐ Minor Land Division	☐ Significant Land Use Change	☐ Conditional Use Permit
☐ Specific Plan	☐ Landscape Plan	☐ Native Plant Plan/Exception	☐ SWPP
☐ Variance	☐ Hydraulic Model	☐ Sewer Capacity Assurance	☐ Sign Program
☒ Plat	☐ Improvement Plan	☐ Report (Type): _____	☐ Other: _____

PROJECT INFORMATION

Project Name: Villagio Lot 1 Replat	
Description of Project: Commercial	Number of Lots: 3
Parcel No.(s): 219-36-1730	Gross Area (Acres): 3.35
Project Address: 3864 W. Tangerine Rd.	
Ref. Project No.:	

CONTACT INFORMATION

Owner: Old Lobo Villagio LLC	Contact Name: Ron Ault		
Address: 4414 E. Blanche Dr.	City: Phoenix	State: AZ	Zip: 85032
Email: ron@aultcompanies.com	Phone No.: (602) 493-5505		
Applicant: See above	Contact Name:		
Address:	City:	State:	Zip:
Email:	Phone No.:		
Consultant/Engineer: SBL Engineering LLC	Contact Name: Craig Baker		
Address: 1957 E. Sunburst Lane	City: Tempe	State: AZ	Zip: 85284
Email: info@sbl-eng.com	Phone No.: (480) 290-9630		

OWNER/APPLICANT AUTHORIZATION

I hereby certify that the information set forth in this application are true and correct to the best of my knowledge and that I am either the owner of the property or that I have been authorized in writing by the owner to file this application. (If applicant is not the owner, attach written authorization from the owner.)

RON B AULT		5-28-22
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No._____ **Date Received**_____

Council-Regular Meeting **C5**

Meeting Date: 01/17/2023

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: January 17, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-005: Relating to Development; approving a final plat for Boulder Canyon at Dove Mountain, Lots 1-58, and Common Areas "A" (Private Streets), "A-1" (Private Street and Public Pedestrian Trail Access), "B-1" (Public Pedestrian Trail Access and Open Space), "B-2" and "B-3" (Open Space, Utilities, Drainage, Grading and Landscaping) located north of Boulder Bridge Pass approximately one-half mile west of Secret Springs Drive within Section 15, Township 11 South and Range 12 East (Brian D. Varney)

Discussion:

Request
Rick Engineering Company, Inc. on behalf of the property owner, is requesting approval of a final plat consisting of 58 lots and Common Areas "A" (Private Streets), "A-1" (Private Street and Public Pedestrian Trail Access), "B-1" (Public Pedestrian Trail Access and Open Space), "B-2" and "B-3" (Open Space, Utilities, Drainage, Grading and Landscaping) on approximately 38.42 acres within Dove Mountain.

Location
The proposed subdivision is located within the Dove Mountain development, north of Boulder Bridge Pass approximately one-half mile west of Secret Springs Drive and northeast of the existing Boulder Bridge Pass residential subdivision.

Zoning
The zoning of the property is "SP" Dove Mountain Specific Plan with land use designations of Resort (R), Estate (E), Low Density Residential (LDR) and Open Space

(OS).

Land Use
The final plat proposes 58 residential lots and common areas for private streets, public pedestrian trail access, open space, and the associated utilities, drainage and landscaping on 38.42 acres of land. The proposed subdivision has a minimum lot size of 9,600 square feet with a maximum lot size of 93,081 square feet, yielding a density of 1.51 residences per acre.

Access and Traffic Circulation
The subdivision will be directly accessed from W. Boulder Bridge Pass and proposes 0.8 miles of new private streets.

Infrastructure and Utilities
Water service will be provided to the subdivision by Tucson Water. Wastewater service will be provided by Pima County Regional Wastewater.

Staff Recommendation:

Staff has reviewed the request against the requirements of the Dove Mountain Specific Plan, the Marana Town Code, and the Marana General Plan. This final plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2023-005, approving a final plat for Boulder Canyon at Dove Mountain, Lots 1-58, and Common Areas "A" (Private Streets), "A-1" (Private Street and Public Pedestrian Trail Access), "B-1" (Public Pedestrian Trail Access and Open Space), "B-2" and "B-3" (Open Space, Utilities, Drainage, Grading & Landscaping).

Attachments

Resolution No. 2023-005

Boulder Canyon at Dove Mountain FP

PRV2207-004 Boulder Canyon at DM _Map

PRV2207-004 Boulder Canyon at DM _App

MARANA RESOLUTION NO. 2023-005

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR BOULDER CANYON AT DOVE MOUNTAIN, LOTS 1-58, AND COMMON AREAS "A" (PRIVATE STREETS), "A-1" (PRIVATE STREET AND PUBLIC PEDESTRIAN TRAIL ACCESS), "B-1" (PUBLIC PEDESTRIAN TRAIL ACCESS AND OPEN SPACE), "B-2" AND "B-3" (OPEN SPACE, UTILITIES, DRAINAGE, GRADING AND LANDSCAPING) LOCATED NORTH OF BOULDER BRIDGE PASS APPROXIMATELY ONE-HALF MILE WEST OF SECRET SPRINGS DRIVE WITHIN SECTION 15, TOWNSHIP 11 SOUTH AND RANGE 12 EAST

WHEREAS on May 31, 1989, the Town Council adopted Ordinance No. 89.22, approving the Dove Mountain Specific Plan (then known as the Tortolita Mountain Properties Specific Plan) which has been amended from time to time by ordinance; and

WHEREAS, the preliminary plat for Boulder Canyon at Dove Mountain, Lots 1-134, Block 1, Common Areas "A" and "A-1", and "B-1" thru "B-8" was approved on April 11, 2022; and,

WHEREAS Rick Engineering Company, Inc., representing the property owner, has applied for approval of a final plat for Boulder Canyon at Dove Mountain, Lots 1-58, and Common Areas "A" (Private Streets), "A-1" (Private Street and Public Pedestrian Trail Access), "B-1" (Public Pedestrian Trail Access and Open Space), "B-2" and "B-3" (Open Space, Utilities, Drainage, Grading and Landscaping) located north of Boulder Bridge Pass approximately one-half mile west of Secret Springs Drive within Section 15, Township 11 South and Range 12 East; and

WHEREAS the Mayor and Town Council, at its January 17, 2023 meeting, determined that the final plat for Boulder Canyon at Dove Mountain, Lots 1-58, Common Areas "A" and "A-1" and "B-1" thru "B-3" should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the final plat for Boulder Canyon at Dove Mountain, Lots 1-58, Common Areas "A" and "A-1" and "B-1" thru "B-3"is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of January, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PROJECT IS THE EAST LINE OF THE SE 1/4 OF SECTION 16, T-11-S, R-12-E AS SHOWN ON THE AMENDED FINAL PLAT FOR BOULDER BRIDGE PASS III RECORDED AT SEQ. 20200660137. SAID BEARING BEING: S0°10'26"W.

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION: 38.42 AC; 1,673,589 SF.
   COMMON AREA "A" PRIVATE STREETS IS 4.2 AC, 184,815 SF.
   COMMON AREA "A-1" PRIVATE STREET & PUBLIC PEDESTRIAN TRAIL ACCESS IS 0.1 AC, 4,085 SF.
   COMMON AREA "B-1" PUBLIC PEDESTRIAN TRAIL ACCESS & OPEN SPACE IS 0.4 AC, 15,936 SF.
   COMMON AREA "B-2" & "B-3" OPEN SPACE, UTILITIES, DRAINAGE, GRADING AND LANDSCAPING IS 17.3 AC, 752,823 SF.

2. THE EXISTING ZONING IS SP (SPECIFIC PLAN - DOVE MOUNTAIN) PER ORDINANCE NO. 2002.13 THE LAND USE DESIGNATION FOR BLOCK B IS RESORT (R); ESTATE (E); LOW DENSITY RESIDENTIAL (LDR) AND OPEN SPACE (OS).

	RESORT (R)	ESTATE (E)	ESTATE (E)
	LOTS 21-50	LOTS 2-20, 51-58	LOT 1
MINIMUM ALLOWED LOT SIZE	2,000 S.F. (MDR)	CLUSTER OPTION W/ LDR BUILDING SETBACK	36,000 S.F.
MAXIMUM ALLOWED BUILDING HEIGHT	45 FT.	30 FT.	30 FT.
FRONT SETBACK	20 FT.	20 FT.	30 FT.
SIDE SETBACK	5 FT.	5 OR 0 FT.	10 FT.
REAR SETBACK	5 FT.	15 FT.	20 FT.
CORNER SETBACK	10 FT.	20 FT.	20 FT.
MINIMUM LOT SIZE PROVIDED	9,600 S.F.	10,400 S.F.	93,081 S.F.
MAXIMUM LOT SIZE PROVIDED	13,129 S.F.	14,835 S.F.	93,081 S.F.
AVERAGE LOT SIZE PROVIDED	10,622 S.F.	NA	93,081 S.F.
AVERAGE SITE AREA PER DWELLING UNIT (8000 S.F. MIN.)	NA	11,267 S.F.	NA

3. THE TOTAL NUMBER OF RESIDENTIAL LOTS: 58 (1.51 RAC).

4. TOTAL MILES OF NEW PRIVATE STREET: 0.8

5. PARKING SPACES REQUIRED: 116 SPACES (2 FOR EACH FAMILY/UNIT)
   PARKING SPACES PROVIDED: 232 SPACES (2 PER GARAGE AND 2 PER DRIVEWAY)

6. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.

7. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.

8. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.

9. OBJECTS AND MATERIALS WITHIN THE SIGHT VISIBILITY EASEMENT SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30-INCHES AND 72-INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.

10. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.

11. A PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.

12. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.

13. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF TUCSON SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.

14. THE RELOCATION OF ANY UTILITIES SHALL BE AT NO EXPENSE TO THE PUBLIC OR THE TOWN OF MARANA.

15. ANY BUILDING OVER 3,600 SQUARE FEET UNDER ROOF MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES. ANY DWELLING HAVING LIMITED ACCESS IN EXCESS OF 150-FEET, OR 12% ACCESS GRADE, OR LOW CLEARANCE MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES.

16. INTERIOR PROPERTY CORNERS SHALL BE MONUMENTED AS SOON AS COMPLETING OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH MONUMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAT, A RECORD OF SURVEY SHALL BE FILED SHOWING THOSE DIFFERENCES. ALL MONUMENTS SET SHALL BE UNDER THE DIRECT SUPERVISION OF THE SURVEYOR OF RECORD. IF FOR ANY REASON THE SURVEYOR OF RECORD IS NOT AVAILABLE TO SUPERVISE THE SETTING OF THE INTERIOR CORNER MONUMENTS, SUBSEQUENT TO THE RECORDING OF THE FINAL PLAT, THE REPLACEMENT SURVEYOR SHALL SET MONUMENTS WITH HIS/HER IDENTIFYING NUMBER AND A RECORD OF SURVEY SHALL BE RECORDED IN ACCORDANCE WITH STATE STATUTES.

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DEDICATION

I, THE UNDERSIGNED, HEREBY WARRANT THAT I AM THE ONLY PARTY HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND I CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT. UTILITY AND OTHER EASEMENTS AS SHOWN HEREON ARE GRANTED TO THE TOWN OF MARANA, PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE PURPOSE OF ACCESS OR, INSTALLATION, AND MAINTENANCE OF UTILITIES AND OTHER USES AS DEFINED BY THIS PLAT. PRIVATE ROADWAY MAINTENANCE AND PRIVATE DRAINAGE EASEMENTS AS SHOWN HERON ARE GRANTED TO THE DOVE MOUNTAIN COMMUNITY ASSOCIATION.

I, THE UNDERSIGNED, OUR SUCCESSORS AND ASSIGNS, DO HEREBY HOLD THE TOWN OF MARANA, ITS EMPLOYEES, OFFICERS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THESE LANDS NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD, OR RAINFALL. NATURAL DRAINAGE SHALL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE TOWN OF MARANA.

COMMON AREAS "A" AND "A-1" AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND THEIR INVITEES, AND ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE PURPOSE OF ACCESS TO, INSTALLATION AND MAINTENANCE OF SLOPE AND DRAINAGE IMPROVEMENTS, UTILITIES AND PRIVATE SEWERS. A PUBLIC PEDESTRIAN TRAIL ACCESS AND MAINTENANCE EASEMENT IS HEREBY GRANTED WITHIN COMMON AREA "A-1" AND "B-1." COMMON AREAS "B-2" AND "B-3" ARE TO BE USED FOR INSTALLATION AND MAINTENANCE OF SLOPE AND DRAINAGE IMPROVEMENTS, FOR PRESERVATION OF OPEN SPACE, AND EASEMENTS AS SET FORTH ON THE PLAT. TITLE TO ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 10660 AT PAGE 1083, AS AMENDED AND AS ESTABLISHED BY THE SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS AS RECORDED IN SEQUENCE #_____IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 18355-T, AS TRUSTEE ONLY AND NOT OTHERWISE IN ITS CORPORATE CAPACITY.

_____
TRUST OFFICIAL DATE

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF PIMA } SS.

ON THIS___ DAY OF_____, 2023, BEFORE ME PERSONALLY APPEARED _____WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC TRUST NO. 18355-T, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

_____
MY COMMISSION EXPIRES

BENEFICIARY

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE BENEFICIARIES OF TRUST NO. 18355-T, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST ARE:

DOVE MOUNTAIN INVESTORS, LLC
3567 EAST SUNRISE DRIVE, SUITE 219
TUCSON, AZ 85718-3232

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST FROM LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 18355-T, FOR LOTS 1-58 AND ASSOCIATED COMMON AREAS AS RECORDED IN SEQ #2023_____IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET,SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____
TOWN OF MARANA DATE

CERTIFICATION OF FLOOD PLAIN

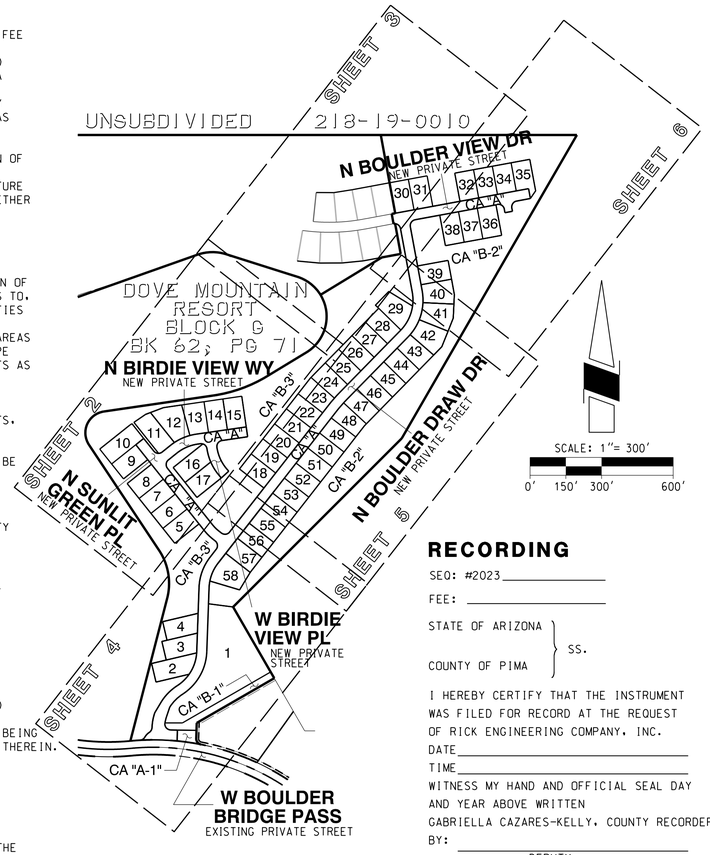
I HEREBY CERTIFY THAT THE FLOODPLAIN LIMITS AND EROSION HAZARD SETBACKS AS SHOWN ON THIS PLAT WERE PREPARED UNDER MY DIRECTION.

Registered Professional Engineer (Civil) CERTIFICATE NO. 22217 COREY THOMPSON Date Signed ARIZONA U.S.A.

CERTIFICATION OF SURVEY

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY AS SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING AND PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION.

Registered Land Surveyor CERTIFICATE NO. 17479 DOUGLAS E. SCHNEIDER Date Signed ARIZONA U.S.A.



SCALE: 1"= 300'
0' 150' 300' 600'

RECORDING

SEQ: #2023_____

FEE: _____

STATE OF ARIZONA }
COUNTY OF PIMA } SS.

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF RICK ENGINEERING COMPANY, INC.

DATE_____

TIME_____

WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN

GABRIELLA CAZARES-KELLY, COUNTY RECORDER

BY: _____
DEPUTY

TOWN OF MARANA APPROVALS

_____,P.E.
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER DATE

_____
MARANA PLANNING MANAGER DATE

CERTIFICATION

I,_____, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE _____DAY OF _____, 2023.

_____
CLERK OF THE TOWN OF MARANA DATE

ASSURED WATER SUPPLY

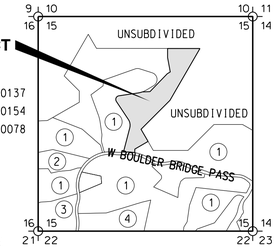
THE UNDERSIGNED CERTIFIES THAT IT IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY AND WILL PROVIDE WATER SERVICE TO THIS SUBDIVISION.

BY: _____

ITS: _____
CITY OF TUCSON WATER DEPARTMENT DATE

PIMA COUNTY APPROVAL

_____
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE



SHEET INDEX

1 COVER SHEET
2-6 PLAT SHEETS & TABLES
7 TABLES

LOCATION MAP

PORTION OF SECTION 15, T 11 S, R 12 E
G & SRM TOWN OF MARANA
PIMA COUNTY, ARIZONA

ADMINISTRATIVE ADDRESS

6666 WEST BOULDER BRIDGE PASS, MARANA, ARIZONA 85658

LEGEND

SYMBOL	ITEM
⊕	BLOCK CORNER PER BOOK 62 PAGE 71 M & P
▲	FOUND BRASS CAP SURVEY MONUMENT, RLS 52699 (OR AS NOTED)
○	FOUND SURVEY MONUMENT, RLS 16597 (3" ALUMINUM PIPE OR AS NOTED)
●	LOT CORNER TO BE SET BY RLS FOLLOWING COMPLETION OF CONSTRUCTION (SEE GENERAL NOTE 16)
▣	MARANA M-103-B SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION OF CONSTRUCTION
✳	ACCESS LOCATION
(RAD)	INDICATES BEARING IS RADIAL
SV	SIGHT VISIBILITY LINE
SVC	SIGHT VISIBILITY CURVE
(R)	RECORD
(M)	MEASURED
(C)	CALCULATED
14 13 / 24 23	SECTION CORNER
14 13	QUARTER SECTION CORNER
23	LOT NUMBER
— — —	EXIST R/W
— — —	SECTION LINE
━━━	SUBDIVISION BOUNDARY
━━━	LOT LINE
— - —	CENTERLINE
— — —	EASEMENT BOUNDARY
— — BEHS — —	BUILDING EROSION HAZARD SETBACK LIMIT
—•••—	100-YEAR REGULATORY FLOODPLAIN LIMIT
⇨	FLOW ARROW FOR Q_{100}= DISCHARGE
Q_{100}= 150 cfs	FLOW DISCHARGE

SEQUENCE #

FINAL PLAT FOR

BOULDER CANYON AT DOVE MOUNTAIN

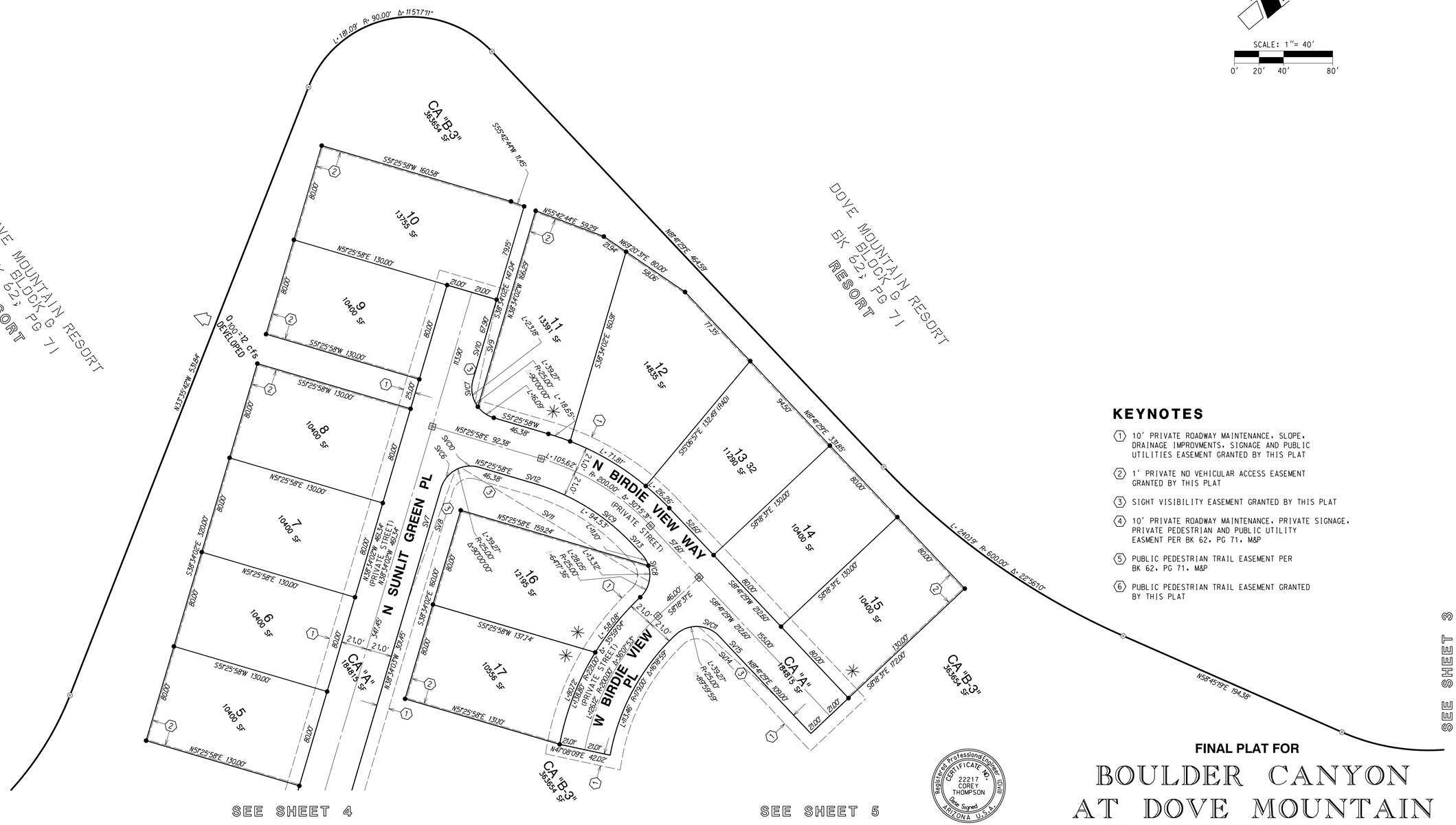
LOTS 1 - 58, COMMON AREAS "A" & "A-1" & "B-1" THRU "B-3"

COMMON AREA "A" (PRIVATE STREETS), "A-1" (PRIVATE STREET & PUBLIC PEDESTRAIN TRAIL ACCESS), COMMON AREA "B-1" (PUBLIC PEDESTRIAN TRAIL ACCESS & OPEN SPACE), "B-2" & "B-3" (OPEN SPACE, UTILTIES, DRAINAGE, GRADING & LANDSCAPING)

BEING A RESUBDIVISION OF A PORTION OF BLOCK B OF DOVE MOUNTAIN RESORT BK 62, PG 71, BEING A PORTION OF THE OF SECTION 15, TOWNSHIP 11 SOUTH RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA.

RELATED CASES: PRV-06012F, PRV2110-003, P21WC00348

PRV2207-004
SHEET 1 OF 7



KEYNOTES

1. 10' PRIVATE ROADWAY MAINTENANCE, SLOPE, DRAINAGE IMPROVMENTS, SIGNAGE AND PUBLIC UTILITIES EASEMENT GRANTED BY THIS PLAT
2. 1' PRIVATE NO VEHICULAR ACCESS EASEMENT GRANTED BY THIS PLAT
3. SIGHT VISIBILITY EASEMENT GRANTED BY THIS PLAT
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5. PUBLIC PEDESTRIAN TRAIL EASEMENT PER BK 62, PG 71, M&P
6. PUBLIC PEDESTRIAN TRAIL EASEMENT GRANTED BY THIS PLAT

SEE SHEETS 6 & 7 FOR LINE & CURVE TABLES

Registered Professional Engineer (Civil) CERTIFICATE NO. 22217 COREY THOMPSON Date Signed ARIZONA U.S.A.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 17479 DOUGLAS E. SCHNEIDER Date Signed ARIZONA U.S.A.

FINAL PLAT FOR

BOULDER CANYON AT DOVE MOUNTAIN

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PRV2207-004

SHEET 2 OF 7

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SEQUENCE #

SEE SHEET 3

SEQUENCE #

SCALE: 1"= 40'

0' 20' 40' 80'

SEQUENCE #

KEYNOTES

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PRV2207-004
SHEET 3 OF 7

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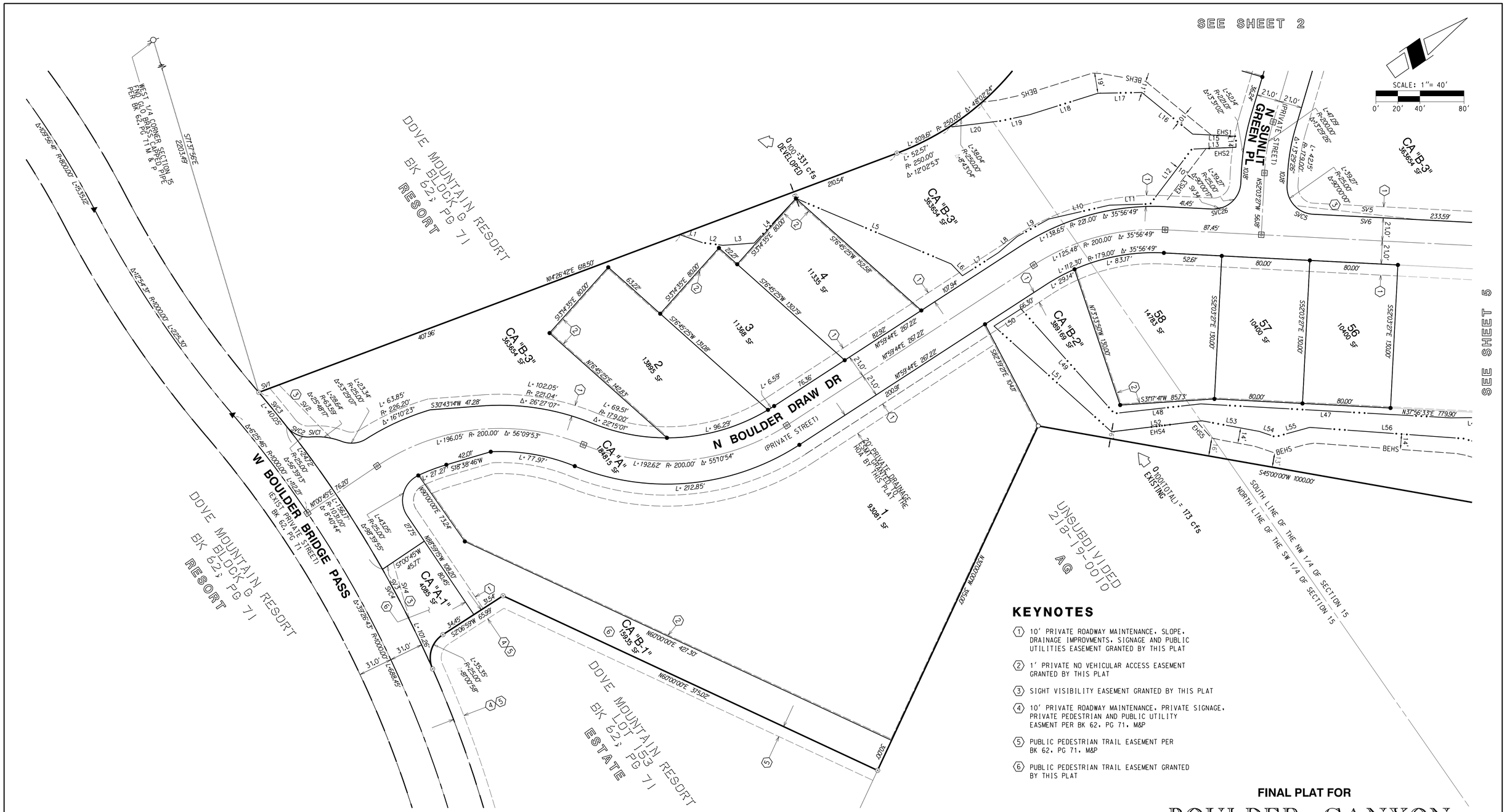

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PRV2207-004
SHEET 4 OF 7

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SEQUENCE #

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PRV2207-004
SHEET 5 OF 7

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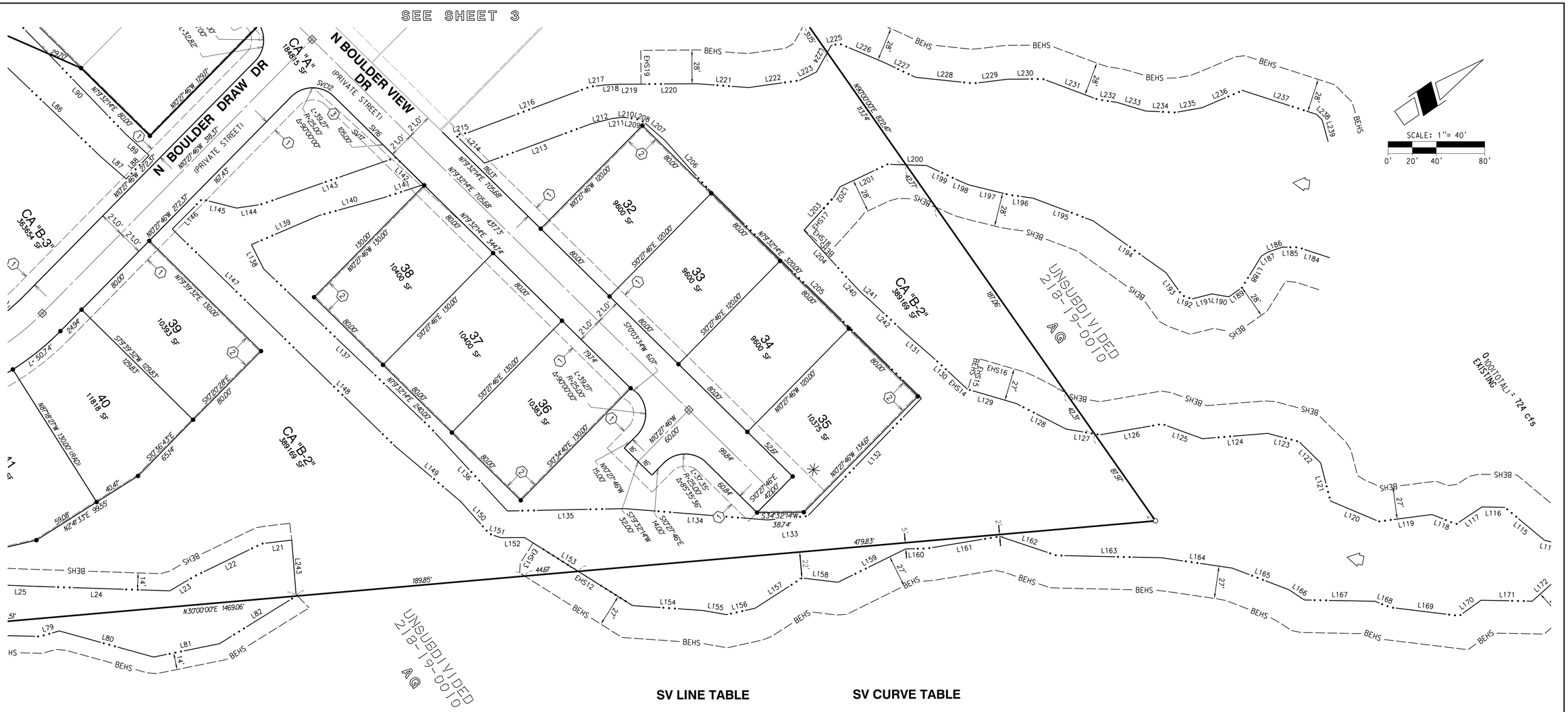
SEQUENCE #



SV LINE TABLE

SVE LINE TABLE		
LINE	DIRECTION	LENGTH
SV1	N14°26'45"E	19.59'
SV2	N80°40'48"E	67.75'
SV3	N1°00'45"E	11.66'
SV4	S71°00'21"E	55.66'
SV5	S41°31'07"W	113.66'
SV6	N37°56'33"E	96.00'
SV7	S38°34'02"E	96.03'
SV8	N34°59'27"W	113.70'
SV9	S43°04'52"E	86.77'
SV10	N38°34'02"W	69.33'
SV11	S66°15'22"W	179.17'
SV12	N51°25'58"E	46.38'
SV13	N81°38'05"E	11.72'
SV14	S77°10'38"W	86.77'
SV15	N81°41'29"E	69.33'
SV16	N79°32'14"E	69.33'
SV17	S77°16'49"W	173.41'
SV34	N24°23'02"E	11.72'

SV CURVE TABLE

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
SVC1	16°48'29"	63.59'	18.65'	S38°33'04"W 18.59'
SVC2	56°38'08"	25.01'	24.72'	S58°28'55"W 23.73'
SVC3	2°13'33"	1031.00'	40.05'	S85°41'46"W 40.05'
SVC4	2°57'30"	1031.00'	53.23'	N83°01'59"W 53.23'
SVC5	44°14'33"	25.00'	19.30'	N60°03'49"E 18.83'
SVC6	44°11'50"	25.03'	19.31'	S16°26'53"E 18.83'
SVC7	43°22'43"	25.00'	18.93'	N60°15'23"W 18.48'
SVC8	55°58'39"	25.00'	24.42'	S70°03'14"E 23.46'
SVC9	30°15'31"	179.00'	94.53'	N66°33'43"E 93.44'
SVC10	34°40'17"	25.04'	15.16'	N34°04'11"E 14.93'
SVC11	43°22'43"	25.00'	18.93'	N60°00'07"E 18.48'
SVC12	43°22'43"	25.00'	18.93'	N57°50'53"E 18.48'
SVC26	27°07'02"	25.00'	11.83'	S24°23'02"W 11.72'

KEYNOTES

1. 10' PRIVATE ROADWAY MAINTENANCE, SLOPE, DRAINAGE IMPROVMENTS, SIGNAGE AND PUBLIC UTILITIES EASEMENT GRANTED BY THIS PLAT
2. 1' PRIVATE NO VEHICULAR ACCESS EASEMENT GRANTED BY THIS PLAT
3. SIGHT VISIBILITY EASEMENT GRANTED BY THIS PLAT
4. 10' PRIVATE ROADWAY MAINTENANCE, PRIVATE SIGNAGE, PRIVATE PEDESTRIAN AND PUBLIC UTILITY EASEMENT PER BK 62, PG 71, M&P
5. PUBLIC PEDESTRIAN TRAIL EASEMENT PER BK 62, PG 71, M&P
6. PUBLIC PEDESTRIAN TRAIL EASEMENT GRANTED BY THIS PLAT

Registered Professional Engineer (Civil) CERTIFICATE NO. 22217 COREY THOMPSON Date Signed ARIZONA U.S.A.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 17479 DOUGLAS E. SCHNEIDER Date Signed ARIZONA U.S.A.

FINAL PLAT FOR

BOULDER CANYON AT DOVE MOUNTAIN

LOTS 1 - 58, COMMON AREAS "A" & "A-1" & "B-1" THRU "B-3"

COMMON AREA "A" (PRIVATE STREETS), "A-1" (PRIVATE STREET & PUBLIC PEDESTRAIN TRAIL ACCESS), COMMON AREA "B-1" (PUBLIC PEDESTRIAN TRAIL ACCESS & OPEN SPACE), "B-2" & "B-3" (OPEN SPACE, UTILTIES, DRAINAGE, GRADING & LANDSCAPING)

BEING A RESUBDIVISION OF A PORTION OF BLOCK B OF DOVE MOUNTAIN RESORT BK 62, PG 71, BEING A PORTION OF THE OF SECTION 15, TOWNSHIP 11 SOUTH RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA.

RELATED CASES: PRV-06012F, PRV2110-003, P21WC00348

PRV2207-004

SHEET 6 OF 7

RICK ENGINEERING COMPANY
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San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

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SEQUENCE #

FLOODPLAIN 100YR LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N54° 34' 20"E	21.83'
L2	N42° 27' 14"E	18.64'
L3	N30° 52' 26"E	28.61'
L4	N11° 54' 11"W	55.47'
L5	N57° 53' 42"E	152.98'
L6	N81° 41' 36"E	14.71'
L7	N02° 17' 28"E	38.92'
L8	N05° 42' 27"W	22.47'
L9	N06° 05' 53"E	32.86'
L10	N22° 07' 10"E	56.26'
L11	N33° 18' 24"E	37.12'
L12	N17° 50' 31"W	62.44'
L13	N32° 38' 29"E	40.11'
L14	N55° 00' 26"W	10.00'
L15	S37° 54' 08"W	39.34'
L16	S74° 19' 05"W	59.59'
L17	S33° 58' 14"W	39.91'
L18	S17° 35' 33"W	64.92'
L19	S22° 39' 30"W	26.11'
L20	S28° 02' 12"W	48.35'

FLOODPLAIN 100YR LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	S28° 06' 31"W	24.94'
L22	S09° 12' 41"W	61.89'
L23	S04° 25' 51"W	23.98'
L24	S36° 56' 09"W	120.52'
L25	S37° 34' 00"W	33.36'
L26	S26° 40' 36"W	67.44'
L27	S04° 47' 25"W	17.56'
L28	S11° 29' 23"W	56.75'
L29	S37° 35' 29"W	42.90'
L30	S65° 44' 56"W	45.02'
L31	S37° 59' 32"W	41.24'
L32	S01° 53' 18"E	81.98'
L33	S39° 51' 54"W	25.34'
L34	S73° 02' 13"W	55.78'
L35	N76° 37' 25"W	56.22'
L36	S73° 19' 46"W	33.98'
L37	S46° 58' 41"W	74.57'
L38	S54° 07' 12"W	25.62'
L39	S41° 46' 06"W	58.82'
L40	S23° 38' 24"W	83.18'

FLOODPLAIN 100YR LINE TABLE		
LINE #	DIRECTION	LENGTH
L41	S25° 09' 07"W	32.52'
L42	S54° 37' 42"W	20.45'
L43	S70° 29' 37"W	39.84'
L44	S38° 30' 58"W	126.22'
L45	S39° 04' 20"W	178.47'
L46	S34° 20' 45"W	40.17'
L47	S38° 11' 10"W	227.27'
L48	S28° 41' 05"W	78.94'
L49	S83° 16' 01"W	127.29'
L50	S02° 17' 08"W	29.04'
L51	N76° 57' 21"E	143.46'
L52	N28° 04' 00"E	82.50'
L53	N45° 26' 50"E	53.15'
L54	N54° 00' 38"E	15.16'
L55	N19° 35' 28"E	32.43'
L56	N39° 10' 14"E	140.33'
L57	N52° 02' 46"E	38.95'
L58	N43° 42' 58"E	47.27'
L59	N65° 09' 12"E	34.05'
L60	N21° 09' 39"E	52.69'

FLOODPLAIN 100YR LINE TABLE		
LINE #	DIRECTION	LENGTH
L61	N62° 35' 06"E	44.43'
L62	N74° 13' 44"E	38.93'
L63	N31° 02' 06"E	37.02'
L64	N26° 31' 10"E	87.72'
L65	N47° 34' 05"E	60.57'
L66	N23° 43' 58"E	58.16'
L67	N41° 13' 05"E	71.76'
L68	N60° 24' 47"E	21.64'
L69	N43° 48' 47"E	87.09'
L70	S85° 57' 01"E	52.88'
L71	N80° 53' 03"E	49.53'
L72	N52° 58' 34"E	43.56'
L73	N19° 21' 19"E	61.07'
L74	N00° 06' 09"W	55.02'
L75	N52° 50' 58"E	113.41'
L76	N33° 42' 09"E	34.71'
L77	N08° 03' 09"E	81.79'
L78	N36° 26' 52"E	64.98'
L79	N19° 05' 41"E	16.68'
L80	N50° 29' 49"E	80.97'

FLOODPLAIN 100YR LINE TABLE		
LINE #	DIRECTION	LENGTH
L81	N23° 32' 14"E	55.75'
L82	N03° 06' 11"E	78.72'
L83	N74° 24' 53"E	39.23'
L84	N80° 18' 23"E	125.63'
L85	N78° 39' 25"E	110.39'
L86	N78° 39' 25"E	110.39'
L87	N76° 05' 41"E	27.23'
L88	N10° 40' 29"W	27.16'
L89	S77° 29' 20"W	27.23'
L90	S81° 06' 16"W	102.50'
L91	S80° 40' 05"W	152.41'
L92	N88° 59' 19"W	81.69'
L93	N79° 43' 06"W	57.26'
L94	S74° 40' 13"W	7.89'
L95	S54° 49' 06"W	30.16'
L96	S64° 35' 25"W	29.02'
L97	S85° 06' 55"W	24.73'
L98	NOT SHOWN	
L99	NOT SHOWN	
L100	NOT SHOWN	

FLOODPLAIN 100YR LINE TABLE		
LINE #	DIRECTION	LENGTH
L101	NOT SHOWN	
L102	NOT SHOWN	
L103	NOT SHOWN	
L104	NOT SHOWN	
L105	NOT SHOWN	
L106	NOT SHOWN	
L107	NOT SHOWN	
L108	NOT SHOWN	
L109	NOT SHOWN	
L110	NOT SHOWN	
L111	NOT SHOWN	
L112	NOT SHOWN	
L113	NOT SHOWN	
L114	NOT SHOWN	
L115	S74° 47' 00"W	42.46'
L116	S36° 03' 10"W	18.96'
L117	S01° 19' 50"W	25.70'
L118	S56° 41' 44"W	21.56'
L119	S27° 32' 59"W	44.42'
L120	S57° 57' 51"W	43.49'

FLOODPLAIN 100YR LINE TABLE		
LINE #	DIRECTION	LENGTH
L121	N69° 25' 19"W	32.60'
L122	S79° 40' 47"W	24.93'
L123	S49° 51' 09"W	26.94'
L124	S30° 21' 36"W	54.23'
L125	S54° 58' 51"W	35.61'
L126	S25° 07' 59"W	52.21'
L127	S44° 37' 42"W	28.40'
L128	S62° 07' 51"W	46.52'
L129	S51° 20' 11"W	41.26'
L130	N77° 39' 29"E	19.84'
L131	N76° 13' 22"E	32.26'
L132	N11° 00' 17"W	135.78'
L133	S29° 34' 40"W	33.26'
L134	S39° 31' 50"W	118.88'
L135	S33° 49' 34"W	96.97'
L136	S82° 17' 35"W	93.53'
L137	S78° 37' 21"W	191.02'
L138	N81° 44' 33"W	22.62'
L139	N11° 44' 27"E	61.04'
L140	N19° 29' 56"E	55.19'

FLOODPLAIN 100YR LINE TABLE		
LINE #	DIRECTION	LENGTH
L141	N16° 54' 52"E	34.76'
L142	S79° 39' 22"W	31.97'
L143	S15° 50' 34"W	118.77'
L144	S26° 46' 21"W	19.89'
L145	S49° 16' 55"W	29.62'
L146	S10° 11' 08"E	34.82'
L147	N79° 17' 20"E	128.84'
L148	N79° 17' 20"E	128.84'
L149	N75° 06' 28"E	71.21'
L150	N83° 30' 47"E	35.65'
L151	N54° 03' 18"E	9.80'
L152	N34° 44' 40"E	19.93'
L153	N67° 14' 43"E	105.63'
L154	N39° 00' 55"E	58.42'
L155	N44° 52' 11"E	19.89'
L156	N22° 29' 32"E	24.20'
L157	N02° 05' 33"E	46.18'
L158	N41° 46' 27"E	30.01'
L159	N08° 47' 25"E	62.61'
L160	N33° 56' 46"E	17.19'

FLOODPLAIN 100YR LINE TABLE		
LINE #	DIRECTION	LENGTH
L161	N25° 35' 44"E	61.40'
L162	N53° 32' 26"E	49.50'
L163	N36° 17' 59"E	87.22'
L164	N43° 18' 01"E	58.99'
L165	N55° 57' 46"E	50.28'
L166	N68° 24' 01"E	15.29'
L167	N36° 07' 05"E	58.63'
L168	N56° 33' 07"E	13.79'
L169	N42° 00' 00"E	57.29'
L170	N00° 44' 03"W	22.16'
L171	N36° 05' 18"E	42.36'
L172	NOT SHOWN	28.36'
L173	NOT SHOWN	
L174	NOT SHOWN	
L175	NOT SHOWN	
L176	NOT SHOWN	
L177	NOT SHOWN	
L178	NOT SHOWN	
L179	NOT SHOWN	
L180	NOT SHOWN	

EROSION HAZARD SETBACK LINE TABLE		
LINE #	DIRECTION	LENGTH
EHS1	S37° 54' 08"W	22.50'
EHS2	S32° 38' 29"W	27.14'
EHS3	N17° 50' 31"W	58.45'
EHS4	S28° 04' 00"W	77.76'
EHS5	N83° 08' 36"E	20.58'
EHS6	S70° 29' 37"W	24.91'
EHS7	S19° 30' 23"E	14.00'
EHS8	S66° 21' 36"E	14.00'
EHS9	N23° 38' 24"E	52.21'
EHS10	S46° 58' 41"W	63.95'
EHS11	S00° 18' 54"E	19.50'
EHS12	N67° 14' 43"E	97.31'
EHS13	S22° 45' 17"E	27.00'
EHS14	N76° 55' 51"E	18.49'
EHS15	S38° 39' 49"E	27.00'
EHS16	S51° 20' 11"W	44.09'
EHS17	N12° 57' 14"W	36.56'
EHS18	S77° 02' 46"W	28.00'
EHS19	N55° 24' 38"W	28.00'

FLOODPLAIN 100YR LINE TABLE		
LINE #	DIRECTION	LENGTH
L181	NOT SHOWN	
L182	NOT SHOWN	
L183	NOT SHOWN	
L184	S53° 15' 47"W	27.42'
L185	S36° 05' 49"W	13.14'
L186	S16° 00' 14"W	12.85'
L187	S03° 01' 48"W	6.20'
L188	S23° 19' 24"E	30.76'
L189	S00° 09' 17"E	13.22'
L190	S44° 58' 50"W	14.24'
L191	S20° 40' 57"W	17.16'
L192	S55° 17' 26"W	8.55'
L193	S89° 41' 12"W	23.02'
L194	S70° 25' 28"W	74.30'
L195	S55° 44' 12"W	52.88'
L196	S42° 50' 19"W	19.72'
L197	S48° 52' 28"W	35.00'
L198	S58° 16' 58"W	9.70'
L199	S60° 07' 33"W	28.55'
L200	S36° 52' 10"W	32.39'

FLOODPLAIN 100YR LINE TABLE		
LINE #	DIRECTION	LENGTH
L201	S09° 35' 26"W	43.53'
L202	S24° 12' 53"E	9.91'
L203	S12° 57' 14"E	36.88'
L204	N82° 54' 49"E	51.36'
L205	S79° 32' 14"W	251.16'
L206	S83° 18' 35"W	49.58'
L207	S76° 16' 00"W	24.03'
L208	S56° 04' 44"W	5.96'
L209	S44° 21' 41"W	6.98'
L210	S39° 02' 15"W	5.54'
L211	S28° 15' 03"W	8.56'
L212	S20° 38' 11"W	17.94'
L213	S14° 45' 37"W	93.74'
L214	S79° 19' 49"W	33.05'
L215	N22° 53' 04"E	10.36'
L216	N14° 19' 50"E	108.04'
L217	N28° 45' 59"E	11.50'
L218	N31° 41' 09"E	11.47'
L219	N34° 35' 22"E	19.19'
L220	N34° 35' 22"E	46.44'

FLOODPLAIN 100YR LINE TABLE		
LINE #	DIRECTION	LENGTH
L221	N39° 17' 49"E	42.67'
L222	N26° 59' 06"E	42.57'
L223	N08° 46' 24"E	15.73'
L224	N25° 59' 28"W	25.22'
L225	N24° 03' 52"E	7.05'
L226	N57° 43' 52"E	39.29'
L227	N60° 18' 21"E	29.46'
L228	N40° 59' 58"E	48.17'
L229	N28° 00' 46"E	28.82'
L230	N34° 43' 37"E	28.91'
L231	N55° 30' 51"E	48.28'
L232	N43° 40' 33"E	16.29'
L233	N51° 44' 48"E	24.82'
L234	N37° 47' 51"E	24.66'
L235	N24° 51' 19"E	22.34'
L236	N11° 55' 45"E	36.52'
L237	N52° 56' 43"E	64.43'
L238	N79° 52' 44"E	6.42'
L239	S70° 32' 57"E	18.78'
L240	N81° 30' 46"E	20.02'

FLOODPLAIN 100YR LINE TABLE		
LINE #	DIRECTION	LENGTH
L241	N75° 30' 59"E	8.54'
L242	N78° 04' 33"E	39.20'
L243	N63° 57' 35"W	44.81'

SEQUENCE #

Registered Professional Engineer (Civil) CERTIFICATE NO. 22217 COREY THOMPSON Date Signed ARIZONA U.S.A.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 17479 DOUGLAS E. SCHNEIDER Date Signed ARIZONA U.S.A.

FINAL PLAT FOR

BOULDER CANYON AT DOVE MOUNTAIN

LOTS 1 - 58, COMMON AREAS "A" & "A-1" & "B-1" THRU "B-3"

COMMON AREA "A" (PRIVATE STREETS), "A-1" (PRIVATE STREET & PUBLIC PEDESTRAIN TRAIL ACCESS), COMMON AREA "B-1" (PUBLIC PEDESTRIAN TRAIL ACCESS & OPEN SPACE), "B-2" & "B-3" (OPEN SPACE, UTILTIES, DRAINAGE, GRADING & LANDSCAPING)

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RELATED CASES: PRV-06012F, PRV2110-003, P21WC00348

PRV2207-004
SHEET 7 OF 7

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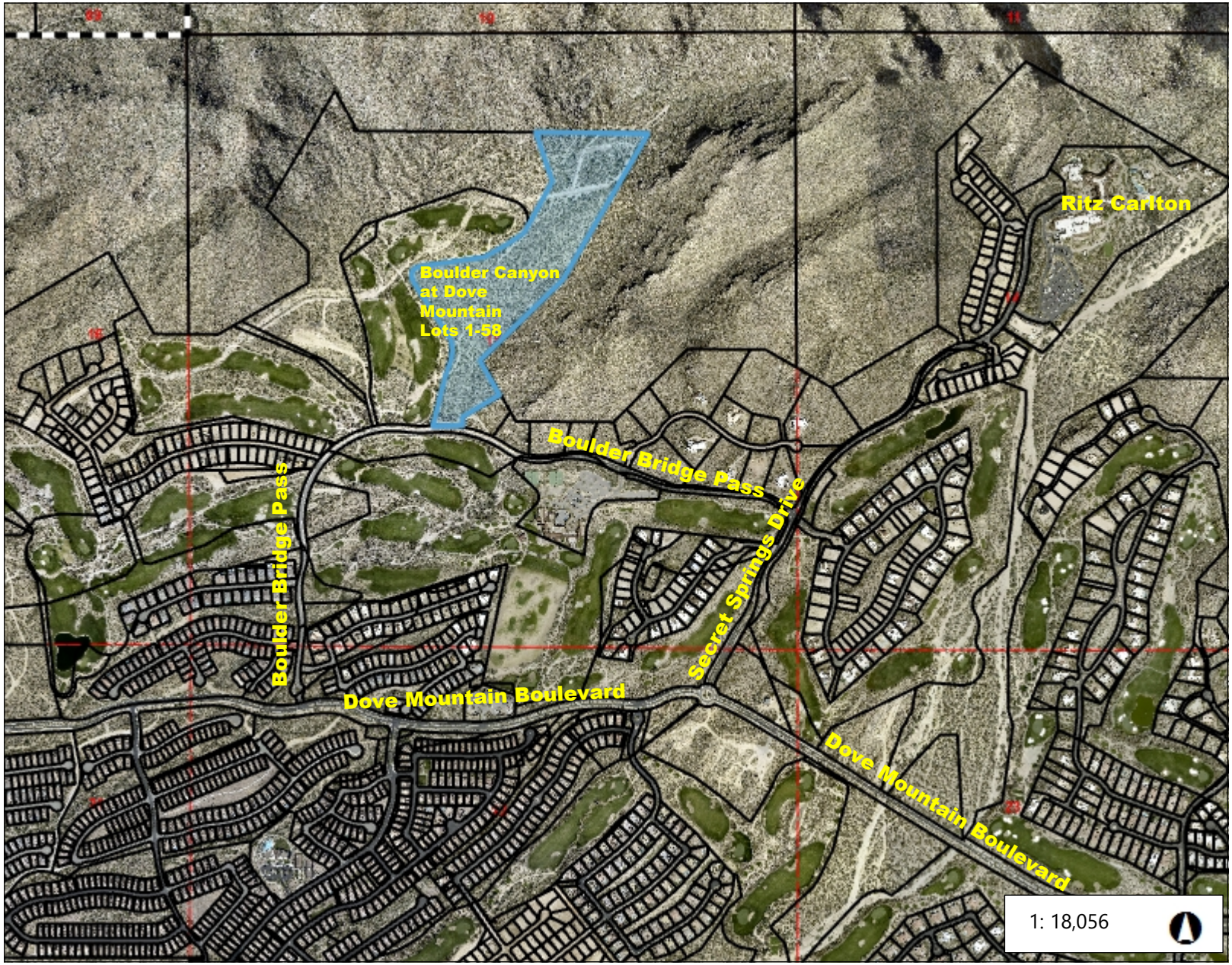
SEQUENCE #

Town of Marana Planning

Final Plat for Boulder Canyon at Dove Mountain Lots 1-58



Legend

- Marana Town Limits
- Parcel Labels
- Parcels (Black)
- Section Lines

Notes

0.6 0 0.28 0.6 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

MARANA AZ

Development Services / maranaplanning@maranaAZ.gov
11555 West Civic Center Drive / Marana, AZ 85653
Ph (520) 382-2600 / Fax (520) 382-2641 / maranaAZ.gov

PROJECT APPLICATION

APPLICATION TYPE

☐ Annexation	☐ Development Plan	☐ Development Plan Package	☐ General Plan Amendment
☐ Rezone	☐ Minor Land Division	☐ Significant Land Use Change	☐ Conditional Use Permit
☐ Specific Plan	☐ Landscape Plan	☐ Native Plant Plan/Exception	☐ SWPP
☐ Variance	☐ Hydraulic Model	☐ Sewer Capacity Assurance	☐ Sign Program
☒ Plat	☐ Improvement Plan	☐ Report (Type): _____	☐ Other: _____

PROJECT INFORMATION

Project Name: Boulder Canyon at Dove Mountain Lots 1-58	
Description of Project: Detached Single Family Residential Subdivision	Number of Lots: 58
Parcel No.(s): Portion of 218-19-1750	Gross Area (Acres): 38.42
Project Address: 6666 West Boulder Bridge Pass	
Ref. Project No.: PRV2110-003	

CONTACT INFORMATION

Owner: Landmark Title Trust 18355-T	Contact Name: Bill Hallinan		
Address: 3567 E. Sunrise Dr., Suite 219	City: Tucson	State: AZ	Zip: 85718
Email: bhallinan@cottonwoodproperties.com	Phone No.: (520) 299-8424		
Applicant: Rick Engineering Company, Inc.	Contact Name: Steven Vasquez		
Address: 3945 E. Ft. Lowell Rd. #111	City: Tucson	State: AZ	Zip: 85712
Email: svasquez@rickengineering.com	Phone No.: (520) 795-1000		
Consultant/Engineer: Rick Engineering Company	Contact Name: Corey Thompson		
Address: 3945 E. Ft. Lowell Rd., #111	City: Tucson	State: AZ	Zip: 85712
Email: cthompson@rickengineering.com	Phone No.: (520) 795-1000		

OWNER/APPLICANT AUTHORIZATION

I hereby certify that the information set forth in this application are true and correct to the best of my knowledge and that I am either the owner of the property or that I have been authorized in writing by the owner to file this application. (If applicant is not the owner, attach written authorization from the owner.)

Steven Vasquez	Steven E. Vasquez	7/26/2022
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **C6**

Meeting Date: 01/17/2023

To: Mayor and Council

Submitted For: Curry C. Hale, Human Resources Director

From: Libby Shelton, Deputy Town Attorney

Date: January 17, 2023

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2023-006: Relating to Personnel; authorizing Town staff to send 60-day notice of termination of 457 deferred compensation plan to the ICMA Retirement Corporation and to begin transition process to Nationwide Retirement Solutions 457 plan (Curry Hale)

Discussion:

The Town Council adopted the deferred compensation plan and appointed ICMA Retirement Corporation (hereinafter "ICMA") to serve as administrator of the plan on November 15, 1994 in Resolution No. 94-34. The Arizona Legislature passed Senate Bill 1348 Consolidation of State Deferred Compensation Plans, and it was signed by Governor Ducey with an effective date of September 29, 2021. This legislation mandates that as of July 1, 2022, any employee of an Arizona State Retirement System (ASRS) employer will have the opportunity to voluntarily participate in any deferred compensation plan offered by ASRS, so long as the employee meets the eligibility requirements for the specific plan. If an employee of an ASRS employer elects to participate in a deferred compensation plan, the employee's employer must withhold contributions from the employee's compensation and remit those contributions to the deferred compensation plan on behalf of the employee.

All the ASRS supplemental savings plans are administered by Nationwide Retirement Solutions. In order to comply with legislation, the Town must have an option for employees to have a 457 plan with Nationwide Retirement Solutions. Additionally, upon reviewing both ICMA Retirement Corporation's 457 plan and Nationwide's 457

plan, Town staff determined that it is more financially advantageous to Town employees to have all 457 plans administered by Nationwide Retirement Solutions.

Town staff intends to bring the Nationwide 457 deferred compensation plan to Council in the near future for adoption to ensure the plan is active on the first day of open enrollment on March 25, 2023 and to ensure there is no gap between the termination of the contract with ICMA and beginning of contract with Nationwide.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2023-006 authorizing Town staff to send a 60-day notice of termination of 457 deferred compensation plan to the ICMA Retirement Corporation and to begin transition process to Nationwide Retirement Solutions 457 plan.

Suggested Motion:

I move to adopt Resolution No. 2023-006 authorizing Town staff to send a 60-day notice of termination of 457 deferred compensation plan to the ICMA Retirement Corporation and to begin transition process to Nationwide Retirement Solutions 457 plan.

Attachments

Resolution No. 2023-006

MARANA RESOLUTION NO. 2023-006

RELATING TO PERSONNEL; AUTHORIZING TOWN STAFF TO SEND 60-DAY NOTICE OF TERMINATION OF 457 DEFERRED COMPENSATION PLAN TO THE ICMA RETIREMENT CORPORATION AND TO BEGIN TRANSITION PROCESS TO NATIONWIDE RETIREMENT SOLUTIONS 457 PLAN

WHEREAS on November 15, 1994, the Town Council adopted Resolution No. 94-34 adopting the deferred compensation plan and appointing ICMA Retirement Corporation (hereinafter "ICMA") to serve as administrator of the plan; and

WHEREAS the Arizona Legislature passed Senate Bill 1348 Consolidation of State Deferred Compensation Plans which was subsequently signed by Governor Ducey with an effective date of September 29, 2021; and

WHEREAS SB 1348 mandates that as of July 1, 2022, any employee of an Arizona State Retirement System (hereinafter "ASRS") employer will have the opportunity to voluntarily participate in any deferred compensation plan offered by ASRS; and

WHEREAS all the ASRS supplemental plans are administered by Nationwide Retirement Solutions (hereinafter "Nationwide"), therefore the Town must offer plans administered by Nationwide as an option for employees; and

WHEREAS upon reviewing both ICMA and Nationwide, Town staff determined that the 457 plan administered by Nationwide is financially advantageous to employees and therefore Town staff seek to terminate our agreement with ICMA and transition to Nationwide effective March 25, 2023; and

WHEREAS in order to terminate our agreement with ICMA, Town staff must send a 60-day notice of termination to ICMA; and

WHEREAS Town staff intends to bring forward the Nationwide 457 plan for formal adoption before the March 25, 2023 effective date; and

WHEREAS the Town Council finds that adopting this resolution authorizing Town staff to send 60-day notice of termination of 457 deferred compensation plan to the ICMA Retirement Corporation and to begin transition process to Nationwide 457 plan is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, as follows:

SECTION 1. Town staff is hereby authorized to send 60-day notice of termination of the Town's current 457 deferred compensation plan to the ICMA Retirement Corporation and to begin the transition process to Nationwide Retirement Solutions 457 plan.

SECTION 2. The Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of January, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C7**

Meeting Date: 01/17/2023

To: Mayor and Council

Submitted For: David L. Udall, Town Clerk/Assistant Town Attorney

From: Richelle Valenzuela, Executive Assistant

Date: January 17, 2023

Subject: Approval of Regular Council Meeting Summary Minutes of December 20, 2022 and of Special Council Meeting Summary Minutes of December 20, 2022 (David L. Udall)

Attachments

Regular Council Meeting Summary Minutes, 12/20/2022
Special Council Meeting Summary Minutes, 12/20/2022

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, December 20, 2022, at or after 6:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
Patti Comerford, Council Member
Jackie Craig, Council Member
Herb Kai, Council Member
John Officer, Council Member
Roxanne Ziegler, Council Member

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 6:01 PM and directed the Town Clerk to call the roll. **Council Member Ziegler** was absent. All other Council Members were present, constituting a quorum.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE: Led by **Mayor Honea.**

APPROVAL OF AGENDA

Council Member Comerford moved to remove Item C3 from the Consent Agenda. Vice Mayor Post seconded the motion. Motion passed, 6-0.

CALL TO THE PUBLIC

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Mayor Honea briefly reported on the Special Council Meeting held earlier in the day. Minutes of that meeting are on file with the Town Clerk's Office.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manger Terry Rozema said the Town issued 15 single-family residential permits so far in December. Last December, there were 96 total permits issued. He praised the December 15, 2022 Concert in the Courtyard, highlighted the Real Talk with the Town podcast, and highlighted the LIV golf tournament coming to the Town in March.

PRESENTATIONS

CONSENT AGENDA

C1 Resolution No. 2022-129: Relating to Administration; rescinding Resolution No. 2021-126 which approved the Marana Public Art Policy (Libby Shelton)

C2 Resolution No. 2022-130: Relating to Budget; approving the transfer of up to $750,000 in budgeted expenditure authority from the General Fund contingency line item to the Technology Services Department budget in the fiscal year 2022-2023 budget for the purchase and installation of computer hardware (Yiannis Kalaitzidis)

[Item C3 was removed from the agenda.]

C4 Approval of the Regular Council Meeting Summary Minutes of December 6, 2022 (David L. Udall)

Vice Mayor Post moved to approve the consent agenda. Council Member Kai seconded the motion. Motion passed, 6-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2022-132: Relating to Benefits; appointing Thomas Plantz and Franklin Garrett as Trustees for the Marana Health Care Benefits Trust for four-year terms, retroactively effective from November 20, 2021 (Curry Hale)

DRAFT

Vice Mayor Post moved to adopt Resolution No. 2022-132. Council Member Comerford seconded the motion. Motion passed, 6-0.

B2 Resolution No. 2022-133: Relating to Boards, Commissions, and Committees; making an appointment to the Town of Marana Utilities Board (David L. Udall)

Vice Mayor Post moved to go into executive session. Council Member Kai seconded the motion. Motion passed, 6-0.

[An executive session was held under Item E2 below, beginning at 6:07 PM and concluding at 6:24 PM.]

Mayor Honea said the Council was impressed with both applicants and hoped both would stay involved in the Town of Marana.

Council Member Craig moved to appoint Emily Bridson to the Town of Marana Utilities Board. Vice Mayor Post seconded the motion. Motion passed, 6-0.

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2022.028: Relating to Development; approving a rezoning of approximately .53 acres of Block C of the final block plat for Willow Ridge, located at the southeast corner of Cortaro Farms Road and Sandy Desert Trail, from R-16 (Residential) to NC (Neighborhood Commercial); approving a modification of a rezoning condition of Marana Ordinance No. 2004.07, which approved the rezoning for the 104-acre Willow Ridge development, to delete a condition that prohibits two-story construction within 300 feet of Cortaro Farms Road as it applies to Block C, a 3.81-acre parcel (Brian Varney)

Mayor Honea opened the public hearing at 6:25 PM.

Senior Planner Brian Varney presented on this item. A copy of the PowerPoint presentation is on file in the Town Clerk's Office. **Mr. Varney** explained this item involved a request by Lazarus & Silvyn, PC to rezone approximately .53 acres of Block C of the final block plat for Willow Ridge, located at the southeast corner of Cortaro Farms Road and Sandy Desert Trail, from R-16 (Residential) to NC (Neighborhood Commercial) and to modify rezoning condition number six of Marana Ordinance No. 2004.07 to allow for two-story construction on the applicant's property. He said the Marana Planning Commission unanimously recommended approval of this item.

The president of the Willow Ridge Home Owners Association addressed the Council in opposition to the proposed rezoning. General concerns related to increased density and the rezoning's effect on property values.

Mayor Honea closed the public hearing at 6:32 PM.

Council Member Comerford moved to adopt Ordinance No. 2022.028. Vice Mayor Post seconded the motion. Motion passed, 6-0.

A2 PUBLIC HEARING: Resolution No. 2022-134: Relating to Development; adopting a minor amendment to the Marana 2040 General Plan to provide that proposed major amendments to the general plan shall be presented at a public hearing within twelve months of when the amendment is proposed (Jane Fairall)

Mayor Honea opened the public hearing at 6:33 PM.

Town Attorney Jane Fairall presented on this item. **Ms. Fairall** explained that this item involved a proposed minor amendment to the General Plan that will affect when the Town will hear proposed major amendments to the General Plan. The proposed minor amendment is designed to comply with a change in state law.

Mayor Honea closed the public hearing at 6:34 PM.

Vice Mayor Post moved to adopt Resolution No. 2022-134. Council Member Officer seconded the motion. Motion passed, 6-0.

A3 Ordinance No. 2022.029: Relating to Development; adopting development impact fees for street facilities, parks and recreation facilities, water facilities, water resources, and wastewater facilities; accepting and approving the technical fee reports identifying benefit areas and facilities needs; and providing an effective date (Fausto Burruel, Jim Conroy, Jing Luo)

Public Works Director / Acting Town Engineer Fausto Burruel presented on this item. A copy of the PowerPoint presentation is on file with the Town Clerk's Office. **Mr. Burruel** reminded the Council of the impact fee requirements outlined in A.R.S. § 9-463.05, of the impact fee milestones and process as completed to date, and of the process and timeline going forward. He updated the Council on changes that have occurred since the September 30, 2022 draft fee documents posting and went over the proposed base impact fees. For more information, and to view comparison tables, please see the PowerPoint slides.

Vice Mayor Post moved to adopt Ordinance No. 2022.029. Council Member Comerford seconded the motion. Motion passed, 6-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

EXECUTIVE SESSIONS

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

E1 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

E2 Executive Session pursuant to A.R.S. § 38-431.03(A)(1) for discussion, consideration, and possible interviews of candidates for appointment to the Town of Marana Utilities Board.

FUTURE AGENDA ITEMS

Notwithstanding the Mayor's discretion regarding the items to be placed on the agenda, if three or more Council members request that an item be placed on the agenda, it must be placed on the agenda for the second regular Town Council meeting after the date of the request, pursuant to Marana Town Code Section 2-4-2(B).

Mayor Honea asked for future agenda items. **Vice Mayor Post** requested an agenda item regarding the need for a new interchange. **Mayor Honea** said the item would be added.

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post moved to adjourn the meeting. Meeting adjourned at 6:50 PM.

DRAFT

CERTIFICATION

I hereby certify that the forgoing are the true and correct minutes of the Marana Town Council meeting held on December 20, 2022. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

DRAFT

MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Board Room, December 20, 2022, at or after 9:00 AM

Ed Honea, Mayor
Jon Post, Vice Mayor
Patti Comerford, Council Member
Jackie Craig, Council Member
Herb Kai, Council Member
John Officer, Council Member
Roxanne Ziegler, Council Member

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 9:19 AM and directed the Town Clerk to call the roll. **Council Member Craig, Council Member Comerford, and Council Member Ziegler** were excused. All other Council Members were present, constituting a quorum.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE: Led by **Mayor Honea.**

APPROVAL OF AGENDA

A motion was made and seconded to approve the agenda as presented. Motion passed, 4-0.

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Relating to Intergovernmental Relations; discussion with the Town's legislative delegates regarding the Town of Marana, including the Town's operations, projected growth, and legislative priorities (Terry S. Rozema)

Mayor Honea asked those present to introduce themselves. **Representative-elect Rachel Jones**, **Representative-elect Cory McGarr**, and **Senator-elect Justine Wadsack,** each of whom will represent Legislative District No. 17 in the 2023 Legislative Session, introduced themselves to the Council. **Triadvocates Principal Julie Rees, Public Affairs Advisor Lourdes Pena,** and **Public Affairs Advisor Roxanna Pitones** introduced themselves. Council Members and Town staff introduces themselves.

Town Manager Terry Rozema briefly introduced the meeting's topic. He referenced the 2023 Marana Legislative Policy Priority Program document, a copy of which is on file with the Town Clerk's Office.

Mayor Honea, Council Members, **Representative-elect Jones, Representative-elect McGarr, Senator-elect Wadsack**, Triadvocates representatives, and Town staff participated in a discussion regarding the Town's operations, projected growth, and legislative priorities for the upcoming 2023 Legislative Session. General topics included water resources, water quality, emergency drought assistance, power generation, economic conditions, revenue sharing, taxation, impact fees, policing issues and resources, traffic and related infrastructure investment, the Town's opposition to legislation curtailing local zoning regulations, and group home licensing and permitting.

EXECUTIVE SESSIONS
Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

E1 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

FUTURE AGENDA ITEMS
Notwithstanding the Mayor's discretion regarding the items to be placed on the agenda, if three or more Council members request that an item be placed on the agenda, it must be placed on the agenda for the second regular Town Council meeting after the date of the request, pursuant to Marana Town Code Section 2-4-2(B).

ADJOURNMENT

Vice Mayor Post moved to adjourn the meeting. Motion passed, 4-0. Meeting adjourned at 11:16 AM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council special meeting held on December 20, 2022. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

DRAFT

Council-Regular Meeting **A1**

Meeting Date: 01/17/2023

To: Mayor and Council

Submitted For: Scott Radden, Senior Planner

From: Scott Radden, Senior Planner

Date: January 17, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2023.001: Relating to Development; approving a rezoning of approximately 154.5 acres of land generally located between Marana Road and Grier Road, east of Wentz Road from Zone A - Small Lot Zone to R-4 Residential; and approving and authorizing the Mayor to sign the Development Agreement Regarding Streets Development Impact Fee Credits for the Wentz 154 Development Project (Scott S. Radden)

Discussion:

Request
Lazarus & Silvyn, P.C. is requesting approval from the Marana Town Council to rezone approximately 154.5 acres of land from A – Small Lot Zone to R-4 Residential. The property is generally located between Marana Road and Grier Road, east of Wentz Road in the SW1/4 of Section 20, Township 11S, Range 11E.

Marana General Plan
The 2040 Marana General Plan designates the proposed rezoning area the land use category of Traditional Neighborhood (TN) that accommodates a range residential densities between 2 and 18 dwelling units per acre, along with limited commercial, offices, education, and religious institutions.

Surrounding Land Use and Site Characteristics
The project area is bordered on the north by Marana Road and then by vacant land

zoned 'SP' (Ranch House Specific Plan) that has been graded in the past. To the east is agricultural land zoned 'SP' (Marana Towne Center) and a small, one acre parcel zoned A – Small Lot Zone. Grier Road is to the south and the agricultural land beyond that is zoned B – Medium Lot Zone. The land to the west is Wentz Road and land zoned A – Small Lot Zone, also with agricultural uses.

The subject property has been farmed since the 1930s and includes an abandoned single family residence and auto repair shop adjacent to Marana Road. The overall site is characterized by a flat topography and is impacted by sheet flooding, predominantly from the east in a northwesterly manner, and accumulates near the northwest corner of the property where an existing depression containing clusters of native trees acts as a detention basin. A majority of the project area falls under FEMA Zone X with approximately thirty percent of the property in FEMA Zone A01.

Proposed Land Use
The proposed 154.5 acre rezoning area will feature various residential lot sizes, all of which are supported by the Town's R-4 Residential zone, for up to 750 homes with an overall project density of 4.85 dwelling units per acre. The preliminary development plan depicts the residential development with parks and open space throughout. A five acre community recreational amenity space will be incorporated into the development as well as additional parks and trails that will comply with the Town's minimum recreational area per the Subdivision Recreational Area Design manual, which requires 400 square feet of recreational area per unit (or a total of about 6.9 acres for 750 homes).

Comprehensive Town reviews, including all improvement plans, landscape plans, and recreation plans, will be performed for all proposed development and compliance with the Town's Residential Design Standards will be required.

Access and Circulation
Access to the rezoning area is proposed at two locations off of Marana Road and Wentz Road. The proposed project will utilize the Town's standard internal street section with a 42-foot right of way (ROW) width. The two internal collector roads will be constructed with a 90-foot ROW width with 2 travel lanes, a continuous striped left-turn lane collector roads will be constructed with a 90-foot ROW width with 2 travel lanes, a continuous striped left-turn lane and striped bike lanes. A traffic study has been reviewed by the Marana Traffic Engineering Division.

Utilities
The rezoning area is located within the Town of Marana's intended water service area. A water service agreement will be required by Marana Water and all necessary on-site and off-site water infrastructure will be required to be constructed by the property owner / developer at the time of development. The rezoning area is also located within the Town's wastewater service area and will connect to an existing sanitary sewer located within the Marana Road ROW. The property owner will need to apply for annexation to the Northwest Fire District prior to development. Tucson Electric Power (TEP) serves the site as well as Southwest Gas and Comcast.

Citizen Participation

The applicants directly notified, by correspondence, all property owners within 1000 feet offering to meet and discuss the project. No property owners responded to the letter as of writing this report.

Public Notification
This public hearing was properly noticed in The Daily Territorial and all property owners within 300 feet of the boundary of the rezoning area were sent notification by first class mail of the date, time, and topic of the public hearing. Additional notice was posted at various locations within the community.

Case Analysis Review Criteria
Pursuant to Town Code section 17-3-1(D), the Planning Commission and Town Council shall consider the following criteria, at a minimum, in reviewing an application for rezoning:

- Any change of character in the area due to installation of public facilities, other zone changes, new growth trends, deterioration, and development;
    - *Based upon the requirements and conditions, the rezoning amendment does not appear to be detrimental to the character of the area due to installation of public facilities or any other rezoning changes;*
- The degree to which the proposed zoning will benefit the community; whether there will be benefits derived by the community, or area, by granting the proposed rezoning;
    - *With the acceptance of the recommended conditions, this rezoning will benefit the community by fulfilling proposed future land use designation in the 2040 General Plan and supports "a range of residential densities and types to encourage housing diversity."*
- Whether the proposed rezoning is compatible with the surrounding area or whether there will be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new use will generate such an excessive storm runoff, water, air, or noise pollution, excessive nighttime lighting, or other nuisances;
    - *Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding area and does not appear to adversely impact the adjacent street network or generate such excessive storm runoff, water, air, or noise pollution, excessive nighttime lighting, or other nuisances.*
- Whether the proposal conforms with and is in furtherance of the implementation of the goals and policies of the general plan, other adopted plans, and the goals, objectives and policies of the land development code, and other town regulations and guidelines, including goals and policies relating to economic development;
    - *The rezoning amendment conforms to the goals and policies of the general plan, the land development code, and other town regulations and guidelines.*
- The zoning districts and existing land uses of the surrounding properties;
    - *Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding properties zoning and existing land uses.*
- Whether the existing and proposed transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development;
    - *With the acceptance of the recommended conditions, the existing and proposed*

transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development.

- Whether the existing and proposed utility infrastructure, public facilities, and public services are suitable and adequate to serve the proposed rezoning area;
  - *Based upon the rezoning requirements and conditions, there is adequate utility infrastructure, public facilities and public services in the area to serve the proposed rezoning area.*
- Whether the subject property is suitable for the uses to which it has been restricted under the existing zoning classification;
  - *Based upon the rezoning requirements and conditions, the subject property is suitable for the proposed uses.*
- Whether the rezoning is compatible with the adjacent neighborhood, especially residential neighborhood stability and character;
  - *Based upon the rezoning requirements and conditions, this rezoning amendment is compatible with the adjacent neighborhood in area stability and character.*
- Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs;
  - *Based upon the rezoning subject area location, there is an adequate supply of land available in the area and the surrounding community to accommodate the zoning and community needs.*

Development Agreement

In addition to the rezoning, the proposed ordinance will also approve and authorize the Mayor to sign a development agreement with the developer regarding funding of the Marana Road/I-10 traffic interchange projects. The agreement requires the developer to pay $295,575 up-front towards the projects, those being the Marana TI phase 1 project and the Tangerine Farms Road extension as identified in the September 20, 2022 Streets Infrastructure Improvement Plan (IIP), on or before issuance of the first building permit for the first habitable structure in the Rezoning Area. The developer is entitled to credit pursuant to the development impact fee law (A.R.S. § 9-463.05) toward the payment of the Town's adopted streets development impact fees in connection with the development of the project for the advance payment, and the agreement memorializes the amount and administration of the development impact fee credit.

Staff Recommendation:

This is a discretionary item for the Town Council to consider. Should the Town Council choose to approve this item, staff recommends it be based upon the recommended findings and subject to the conditions set forth in the draft ordinance attached and the terms and conditions of the development agreement.

Planning Commission Recommendation

The proposed rezoning was considered at a public hearing before the Marana Planning Commission on November 30, 2022. The Planning Commission voted unanimously 7-0 to recommend to the Town Council approval of the requested rezoning.

Suggested Motion:

I move to adopt Ordinance No. 2023.001, approving the Wentz 154 Rezoning with the recommended conditions and approving the Development Agreement Regarding Streets Development Impact Fee Credits for the Wentz 154 Development Project.

Attachments

Ordinance No. 2023.001
Exhibit A to Ordinance
Development Agreement
Wentz154_Final Copy
Location Map_Wenz154
Application

MARANA ORDINANCE NO. 2023.001

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 154.5 ACRES OF LAND GENERALLY LOCATED BETWEEN MARANA ROAD AND GRIER ROAD, EAST OF WENTZ ROAD FROM ZONE A - SMALL LOT ZONE TO R-4 RESIDENTIAL; AND APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT REGARDING STREETS DEVELOPMENT IMPACT FEE CREDITS FOR THE WENTZ 154 DEVELOPMENT PROJECT

WHEREAS MC RB LAND 154 Marana LLC (the "Property Owners") owns 154.5 acres of land located between Marana Road and Grier Road, east of Wentz Road, in the SW 1/4 of Section 20, Township 11S, Range 11E, described on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area;" also known as the "Wentz 154 Development Project"); and

WHEREAS the Property Owners have authorized Lazarus & Silvyn, P.C to submit an application to rezone the Rezoning Area from Zone A - Small Lot Zone to R-4 Residential ("this Rezoning"); and

WHEREAS the Marana Planning Commission held a public hearing on this Rezoning on November 30, 2022, and voted 7-0 to recommend that the Town Council approve this Rezoning, subject to the recommended conditions; and

WHEREAS Town staff has negotiated the terms of the Development Agreement Regarding Streets Development Impact Fee Credits for the Wentz 154 Development Project to address funding of the Marana Road/I-10 traffic interchange projects; and

WHEREAS the Marana Town Council finds that Development Agreement Regarding Streets Development Impact Fee Credits for the Wentz 154 Development Project, provided in the agenda materials associated with this Council agenda item, is consistent with the Marana General Plan, this Rezoning, and all other applicable Town regulations and policies; and

WHEREAS the Marana Mayor and Town Council held a public hearing to consider this Rezoning on January 17, 2023 and determined that this Rezoning and the Development Agreement Regarding Streets Development Impact Fee Credits for the Wentz 154 Development Project should be approved.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Marana, Arizona, as follows:

Section 1. The Development Agreement Regarding Streets Development Impact Fee Credits for the Wentz 154 Development Project is hereby approved in the form provided in the agenda materials associated with this Council agenda item, and the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana.

Section 2. The zoning of the Rezoning Area is hereby changed from Zone A - Small Lot Zone to R-4 Residential.

Section 3. This Rezoning is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Marana Town Code (but which shall not cause a reversion of this Rezoning), and which shall be binding on the Property Owners, and their successors in interest (all of whom are collectively included in the term "Property Owners" in the following conditions):

1. Compliance with all applicable provisions of the Town's codes and ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.
2. Any plat or development plan for any portion of the Rezoning Area shall be in general conformance with the Conceptual Plan presented to and approved by the Town Council as part of this Rezoning.
3. A master drainage study must be submitted by the Property Owners and accepted by the Town Engineer prior to Town approval of a plat or development plan for any portion of the Rezoning Area.
4. A detailed traffic impact analysis must be submitted by the Property Owners and accepted by Town staff prior to approval of a preliminary plat or development plan for any portion of the Rezoning Area.
5. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by the Marana Water Department prior to approval of a plat or development plan for any portion of the Rezoning Area. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development. The WIP shall include all information required by the water provider, such as, but not limited to, analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure needed to serve the proposed development. If Marana Water requires a water service agreement as a condition of service to the proposed development, the Property Owners must enter into a water service agreement with the Marana Water consistent with the accepted WIP.
6. A master sewer plan must be submitted by the Property Owners and accepted by the Marana Water Department (the "wastewater utility") prior to the approval of any plat or development plan for the Rezoning Area. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required by the wastewater utility. If the wastewater

utility requires a sewer service agreement as a condition of service to the proposed development, the Property Owners must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.

7. The Property Owners must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a plat or development plan for any portion of the Rezoning Area.
8. The final design of all streets and circulation facilities, including gated access (if applicable) and emergency access, must be accepted by the applicable fire district prior to Town Council consideration of a final plat for any portion of the Rezoning Area.
9. The maximum number of residential lots within the Rezoning Area shall not exceed 750.
10. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owners from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The Property Owners should retain appropriate experts and consult appropriate federal and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.
11. The Property Owners shall transfer to the water provider, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II for providing designation of assured water supply and water service to the Rezoning Area. If Type I or Type II is needed on the Rezoning Area, the water provider and the Property Owners shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Rezoning Area.
12. Prior to the issuance of any grading permits, the Property Owners shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.
13. The Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.
14. The Property Owners shall provide a Phase I environmental site assessment to the Town for the entire Rezoning Area and any right-of-way prior to approval of any final plat for any portion of the Rezoning Area. The site assessment must be dated not more than 180 days prior to the recording of the final plat.

15. Except as otherwise set forth in this section, on or before issuance of the first building permit for the first habitable structure in the Rezoning Area, the Property Owners shall pay to the Town their proportionate financial share up-front for the costs to design, construct, or otherwise improve the circulation to and within the Marana Road/I-10 traffic interchange. The Property Owners' proportionate share will be determined based on the number of Equivalent Dwelling Units in the Rezoning Area and the assumptions in the Streets Facilities Infrastructure Improvements Plan approved by the Town of Marana Mayor and Council on September 20, 2022. As provided by A.R.S. § 9-463.05, the Property Owners' proportionate financial contribution shall be credited against the applicable impact fees payable for development within the Rezoning Area. If the improvements to the Marana Road/I-10 traffic interchange are completed before the first building permit is issued in the Rezoning Area, the Property Owners will not be required to pay their proportionate financial share up-front, but will be required to pay applicable development impact fees as the Rezoning Area is developed.

Section 4. All ordinances, resolutions, motions, and parts of ordinances, resolutions, and motions of the Marana Town Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of January, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

EXHIBIT A to Marana Ordinance No. 2023.001

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY Pima, STATE OF Arizona, AND IS DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA.

EXCEPT THAT PART OF THEREOF DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT WHICH IS 50.00 FEET NORTH AND 25.00 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 11 EAST;

THENCE RUNNING NORTHERLY 25.00 FEET FROM AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 50.00 FEET;

THENCE EASTERLY 100.00 FEET FROM AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 20, A DISTANCE OF 50.00 FEET;

THENCE SOUTHERLY 75.00 FEET FROM AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 20, A DISTANCE OF 50.00 FEET;

THENCE WESTERLY 50.00 FEET FROM AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 20, A DISTANCE OF 50.00 FEET THE POINT OF BEGINNING.

BEING SOMETIMES DESCRIBED AS MARANA WELL SITE-SITE NO. 7 AND;

FURTHER EXCEPT ANY ROADS OR ROADWAYS THEREOF.

DEVELOPMENT AGREEMENT REGARDING STREETS DEVELOPMENT IMPACT FEE CREDITS FOR THE WENTZ 154 DEVELOPMENT PROJECT

TOWN OF MARANA, ARIZONA

THIS AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and MC RB LAND 154 MARANA LLC, an Arizona limited liability company (the "Developer"). The Town and the Developer are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. This Agreement is entered into and authorized pursuant to A.R.S. § 9-500.05.

B. The Town has adopted certain development impact fees for streets pursuant to A.R.S. § 9-463.05.

C. The Developer is the current master developer of the lands legally described on Exhibit A, known as the "Wentz 154 Development Project."

D. This Agreement is approved, and the Town's Mayor is authorized to sign it, by virtue of the Town Council's adoption of Marana Ordinance No. 2023.____ (the "Concurrent Ordinance"), which also rezones the Wentz 154 Development Project to R-4 (Residential).

E. The Concurrent Ordinance, among other items, requires the Developer to pay to the Town its proportionate financial share for the costs to design, construct, or otherwise improve the circulation to and within the Marana Road/I-10 traffic interchange on or before issuance of the first building permit for the first habitable structure in the Wentz 154 Development Project (the "Developer Advance").

F. The Developer is entitled to credit pursuant to A.R.S. § 9-463.05(B)(7)(c)(i) toward the payment of the Town's adopted streets development impact fees in connection with the development of the Wentz 154 Development Project for the Developer Advance.

G. The Parties desire to memorialize their agreement concerning the amount and administration of the development impact fee credit.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. Credit toward streets development impact fees.

1.1. *Total amount*. The Developer Advance is determined based on the number of Equivalent Dwelling Units in the Wentz 154 Development Project anticipated to be constructed within the ten-year planning period defined in the Streets Facilities Infrastructure Improvements Plan ap-

proved by the Town of Marana Mayor and Council on September 20, 2022 (the "Streets IIP"), and the assumptions included within the Streets IIP. Based on these factors, the Developer Advance is calculated at $295,575.00.

1.2. *Credited lots*. The Parties anticipate that 500 total residential lots will be constructed within the ten-year planning period defined in the Streets IIP. The development impact fee credits will be applied to these 500 lots.

1.3. *Credit per lot*. The credit against streets development impact fees for the 500 credited lots in the Wentz 154 Development Project is $591.15 per lot.

1.4. *Reimbursement of Credits.* On or before January 31, April 30, July 31, and October 31 of each year, the Town shall reimburse the Developer $591.15 for each single family residential building permit issued in the Wentz 154 Development Project for streets development impact fees actually collected by the Town during each quarter ending December 31, March 31, June 30, and September 30 respectively, until the Developer is fully reimbursed for the Developer Advance.

1.5. *Future fee revisions*. If the Town amends its streets development impact fee applicable to the Wentz 154 Development Project, the credit per lot shall remain at $591.15.

1.6. *Actual payment as condition of reimbursement.* The credit toward the streets development impact fee calculated in accordance with this paragraph 1 shall apply only if the Developer pays the Developer Advance.

2. Miscellaneous

2.1. *Binding effect.* This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties.

2.2. *Cancellation for conflict of interest.* This Agreement is subject to A.R.S. § 38-511, which provides for cancellation in certain instances involving conflict of interest.

2.3. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

2.4. *Good standing: authority*. The Developer represents and warrants to the Town that it is duly formed and validly existing and authorized to do business in the state of Arizona. The Town represents and warrants to the Developer that it is an Arizona municipal corporation with authority to enter into this Agreement under applicable state laws. Each Party represents and warrants that the individual executing this Agreement on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

2.5. *Governing law*. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona.

2.6. *Interpretation*. This Agreement has been negotiated by the Parties, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

2.7. *Exhibits*. Exhibits referred to in and attached to this Agreement are incorporated by reference as if set forth in full in the text of this Agreement.

2.8. *Recordation*. After this Agreement has been executed by the Parties, the Town shall record this Agreement in the office of the Pima County Recorder.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their respective signatures.

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

The "Developer":

MC RB LAND 154 MARANA LLC, an Arizona limited liability company

By:
Randall M. Bury, Manager

Date: Randall M. Bury

STATE OF ARIZONA)
ss
County of Maricopa)

The foregoing instrument was acknowledged before me on January 12, 2023 by Randall M. Bury, Manager of MC RB LAND 154 MARANA LLC an Arizona limited liability company, on behalf of the LLC.

(Seal)

JAMES THOMAS WALDREP
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 614447
Expires October 9, 2025

Notary Public

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY Pima, STATE OF Arizona, AND IS DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA.

EXCEPT THAT PART OF THEREOF DESCRIBED AS FOLLOWS, TO-WIT:

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BEING SOMETIMES DESCRIBED AS MARANA WELL SITE-SITE NO. 7 AND;

FURTHER EXCEPT ANY ROADS OR ROADWAYS THEREOF.

Wentz 154 Rezoning

13101 W. Marana Rd., Marana, AZ 85653

Town of Marana Project Number: PCZ2207-001

Project Team

Moderne Communities, LLC
6720 North Scottsdale Road, Suite 380
Scottsdale, Arizona 85253

Lazarus & Silvyn, PC
5983 East Grant Road, Suite 290
Tucson, Arizona 85712

The WLB Group
1600 West Broadway Road, Suite 150
Tempe, Arizona 85282

Greey Pickett
7144 East Stetson Drive, Suite 205
Scottsdale, Arizona 85251

CivTech, Inc.
5960 East 2nd Street
Tucson, Arizona 85711

July 2022

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Appendix B: AGFD Online Review Tool Report

I. Introduction & Policy

A. Project Overview

Moderne Communities ("Owner") is interested in developing approximately 154.5 acres of land, Assessor Parcel No. 217-24-0040 (the "Property"), located at the southeast corner of Marana Road and Wentz Road in the Town of Marana ("Town"). (See Location Map.) The Property has been farmed since the 1930s and includes an abandoned single-family residence and auto repair shop, both of which will be removed prior to site development. The Property is currently zoned A (Small Lot Zone) and is designated as Traditional Neighborhood ("TN") on the Town's General Plan (*Make Marana 2040*) Future Land Use Map. The Owner intends to entitle the Property for urban residential development, which requires a rezoning to the Town's R-4 (Residential) zone (the "Project"). (See *Exhibit I.A: Regional Context.*)

The Project will feature various lot sizes, all of which are supported by the Town's R-4 zone. Up to 750 homes are proposed for an overall Project density of 4.85 residences per acre ("RAC"). A 5-acre community recreational amenity space will be incorporated into the Project and will comply with the Town's minimum recreational areas per Marana Town Code 17-5-3(B)(12), which requires 400 square feet of recreational area per unit (or a total of about 6.9 acres for 750 homes). The Town's Subdivision Recreational Area Design Manual will guide the design and implementation of recreation areas within the Project.

B. Plan Compliance

<u>Make Marana 2040</u>

The Property is designated on the General Plan Future Land Use Map as TN, which supports "*a range of residential densities and types to encourage housing diversity*." Residential ranges within TN are between 2 and 18 RAC, so the Project's proposed 4.85 RAC complies with this land use designation. The Property is also located in the Central Growth Area of the Town's General Plan. The Central Growth Area encompasses large areas of agricultural land, including several master planned communities that are entitled but have yet to be developed. The Central Growth Area is *"…envisioned to become the central activity hub in Marana, featuring event and gathering spaces, shops, entertainment destinations, and employment opportunities. New residential development supports robust commercial activity throughout Downtown."* This Project is a residential community that will contribute to the overall balance of land uses in the Central Growth Area of the Town. The Property is adjacent to the Marana Towne Center Specific Plan, which primarily features non-residential uses. The key to supporting non-residential uses—and commercial uses in particular—is developing more rooftops. Together, the residential uses within this Project, Ranch House and Uptown at Marana should generate the critical mass necessary for successful non-residential uses in Marana Towne Center.

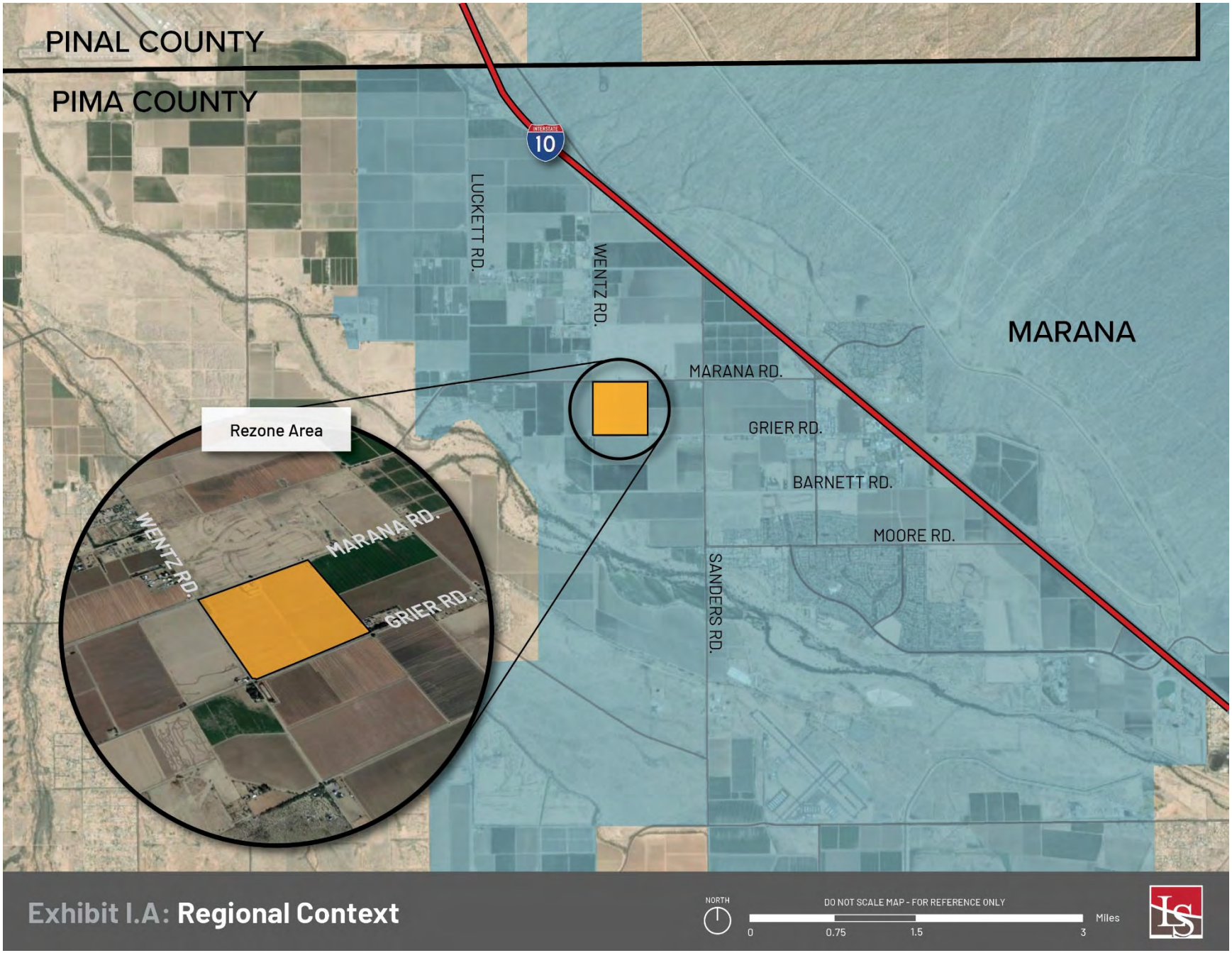


Exhibit I.A: **Regional Context**

The following policies from *Make Marana 2040* are relevant to the Project and support this rezoning:

1. Built Environment

   a. *Land Use*

   Goal BE-7: Residential areas are well-served by a full range of supporting land uses that contribute to a balanced community.

   - Policy BE 7-2: Promote a walkable community by centrally locating institutional uses, civic uses, public spaces, and open spaces within the residential developments.
   - Policy BE 7-3: Plan open space areas within residential areas to accommodate a greater variety of passive and active recreational uses.

   Goal BE-11: Land use, transportation, and urban design in Marana are integrated in support of land and resource conservation, multi-modal transportation, active open spaces, and design innovation.

   - Policy BE 11-3: Creatively integrate architecture, landscape, recreation, and public spaces that enhance sense of place and community interaction.

   Goal BE-14: Marana prioritizes infrastructure enhancements and extensions that support desired new growth and development in an efficient and sustainable manner.

   - Policy BE 14-2: Promote public and private infrastructure expansion that is timely, financially sound, and coordinated with development activity.

   The Property, located along Marana Road near Downtown Marana, is an appropriate location for the Project given its proximity to large, planned employment and commercial areas. The Project proposes an appealing, walkable, family-friendly neighborhood and is well-positioned to support these employment and commercial areas long into the future.

   The Town's long-range planning efforts have focused on directing future urban grow west of the I-10 on existing farmland in an effort to better preserve the region's remaining desert landscapes. The Project proposes development on existing farmland, which aligns with the Town's goal of growing responsibly.

   b. *Transportation*

   Goal BE-17: Marana has an efficient and safe transportation system connecting all modes of travel, serving all residents, and supporting economic development.

   - Policy BE 17-3: Encourage mixed land uses that combine residential, commercial, and employment with access to transit, bicycle, and pedestrian improvements.

- Policy BE 17-4: Prioritize transportation infrastructure projects that support and align with the Town's economic development and future employment objectives.
- Policy BE 17-5: Ensure planned employment cores are connected to and supported by the larger community and regional transportation system.

Goal BE-18: Marana is a community with an effective, convenient, accessible, safe, and economically sustainable transportation network offering a choice of routes and modes of travel to all land uses, services, and destinations.

- Policy BE 18-4: Promote convenient multi-modal access to public places that have a high concentration of trips, such as employment and activity centers, commercial core areas, and inter-modal transportation (hub) facilities.

Goal BE-20: The transportation system in Marana is properly planned, funded, constructed, and maintained.

- Policy BE 20-4: Maintain and enhance coordination with private landowners, developers, and investors to identify opportunities for coordinated transportation improvements.

The Project will be developed in accordance with surrounding roadway expansion plans that provide multiple efficient and safe modes of travel to places of interest, commercial corners, and employment corridors nearby. The Project will provide key bikeway connections for future residents to local areas of interest, including the future Marana Towne Center to the east and the planned expansion of The Loop along the Santa Cruz River to the west.

c. Housing

Goal BE-27: Marana maintains a diverse housing stock that accommodates the various housing needs of all residents.

- Policy BE 27-2: Encourage a range of housing types, housing sizes, and lot sizes that foster a variety of options, such as detached single-family homes, attached single-family homes, and multi-family units that increase choices throughout the community.
- Policy 27-3: Promote development proposals for multi-family residential, mixed-use, and small lot residential areas that are compatible with the existing and planned land uses in the area.

Goal BE-28: The cost of housing is affordable for those living and working in Marana.

- Policy BE 28-1: Increase available housing choices in Marana to accommodate a range of needs, such as family size, age, and income.

Goal BE-30: Neighborhoods in Marana have unique identities with diverse residential designs.

- **Policy BE 30-1**: Incorporate a variety of architectural designs that contribute to a unique and diverse neighborhood character and identity in new residential development.

The Project proposes a single-family residential community that will help boost the Town's housing stock, sustain existing and future commercial uses, and help the community grow responsibly. The Project will also incorporate a variety of architectural designs that will give the neighborhood a unique, desirable character and identity.

2. People & Community

Goal PC-20:

- **Policy PC 20-4**: Provide urban spaces that include recreational opportunities, walkways, or trails to serve the community.

The Project devotes 5 acres to recreational amenity space to be managed by the Project's future homeowners' association. The specific amenities will be finalized at time of development.

3. Resources & Sustainability

Goal RS-1: Marana's dedication to preserving the Sonoran Desert environment contributes to the Town's aesthetic character.

- **Policy RS 1-1**: Where possible, encourage developers to maintain open space, view corridors, and wildlife connectivity to ensure that development does not block wildlife crossings and their connecting corridors.

Goal RS-4: Marana is dedicated to conserving and optimizing the use of water resources to ensure long-term supplies.

- **Policy RS 4-6**: Encourage the use of native desert vegetation and low water use vegetation for landscaping on public and private development.

Goal RS-7: New developments are constructed in a manner that minimizes flooding.

- **Policy RS 7-1**: Encourage and incentivize the use of Low Impact Development techniques, such as rainwater harvesting, as a tool for reducing post-development runoff.

Goal RS-15: Marana encourages energy conservation to reduce energy demand.

- **Policy RS 13-2:** Promote energy-efficient home design and materials in future residential construction.

The Project will be built in an area already heavily disturbed by agricultural uses, focusing new development away from the Town's most environmentally sensitive areas. This

Project replaces a historically water-intensive land use on the Property and will utilize native, drought-tolerant desert vegetation, water harvesting, and xeriscape designs. Homes within the Project will be built in compliance with the homebuilding industry's latest energy-efficiency standards

C. Strategic Plan

The Project is poised to contribute significantly to the Town's strategic goals and vision as established in its *Strategic Plan Four*. In addition to supporting the Town's Central Growth Area, the Project will provide the housing to help attract employees to help sustain career-oriented commerce, create a safe and connected community, and provide new recreational opportunities that promote healthy lifestyles.

D. Conflicts with Ordinances and Policies

No conflicts with existing ordinances or plan policies have been identified. The Project will comply with all current development standards and Marana Town Code requirements.

II. Development Capability Analysis

A. General

As indicated on *Exhibit I.A: Regional Context*, the Property is located near the southeast corner of Marana Road and Wentz Road within the northwestern portion of the Town. The square-shaped Property measures approximately 2,600 feet by 2,500 feet, or approximately 154.55 acres, and is currently accessible from Marana Road, Wentz Road and Grier Road. (See *Appendix A: ALTA Survey*.)

B. Existing

1. Site Location

As depicted in *Exhibit II.B.1: Site Location Map*, the Property is located in the northwestern portion of the Town in Township 11S, Range 11E, Section 20. The Property is situated approximately two miles west of the Interstate-10 Highway ("I-10") and the Union Pacific Railway ("UPR").

2. Onsite

a. Land Use & Zoning

As depicted in *Exhibit II.B.2.a: Existing Land Use & Zoning*, the Property is zoned Zone A - Small Lot Zone ("A") and is currently used for agricultural purposes. Land uses on the Property include two large crop fields, one single-family residence, one automotive service and repair shop, an outdoor storage yard, two drainage basins and several concrete irrigation channels.

b. General Plan Land Use

Make Marana 2040 designates this Property as TN on the Future Land Use Map. (See *Exhibit II.B.2.b: General Plan Designations.*)

3. Surrounding Development

The land uses and zoning of surrounding properties are shown in *Exhibit II.B.2.a: Existing Land Use & Zoning* and presented in *Table II.B*. The surrounding future land use designations as indicated in *Make Marana 2040* are TN to the west and south and Master Planned Areas to the north and east. (See *Exhibit II.B.2.b: General Plan Designations.*)

Table II.B: Surrounding Development

	Zoning	Land Use
North	A & SP	W. Marana Road, Vacant and Graded Property
South	B	E. Grier Road, Agriculture Use
East	SP	Agriculture Use, Single-Family Residential
West	A	N. Wentz Road, Agriculture Use, Single-Family Residential

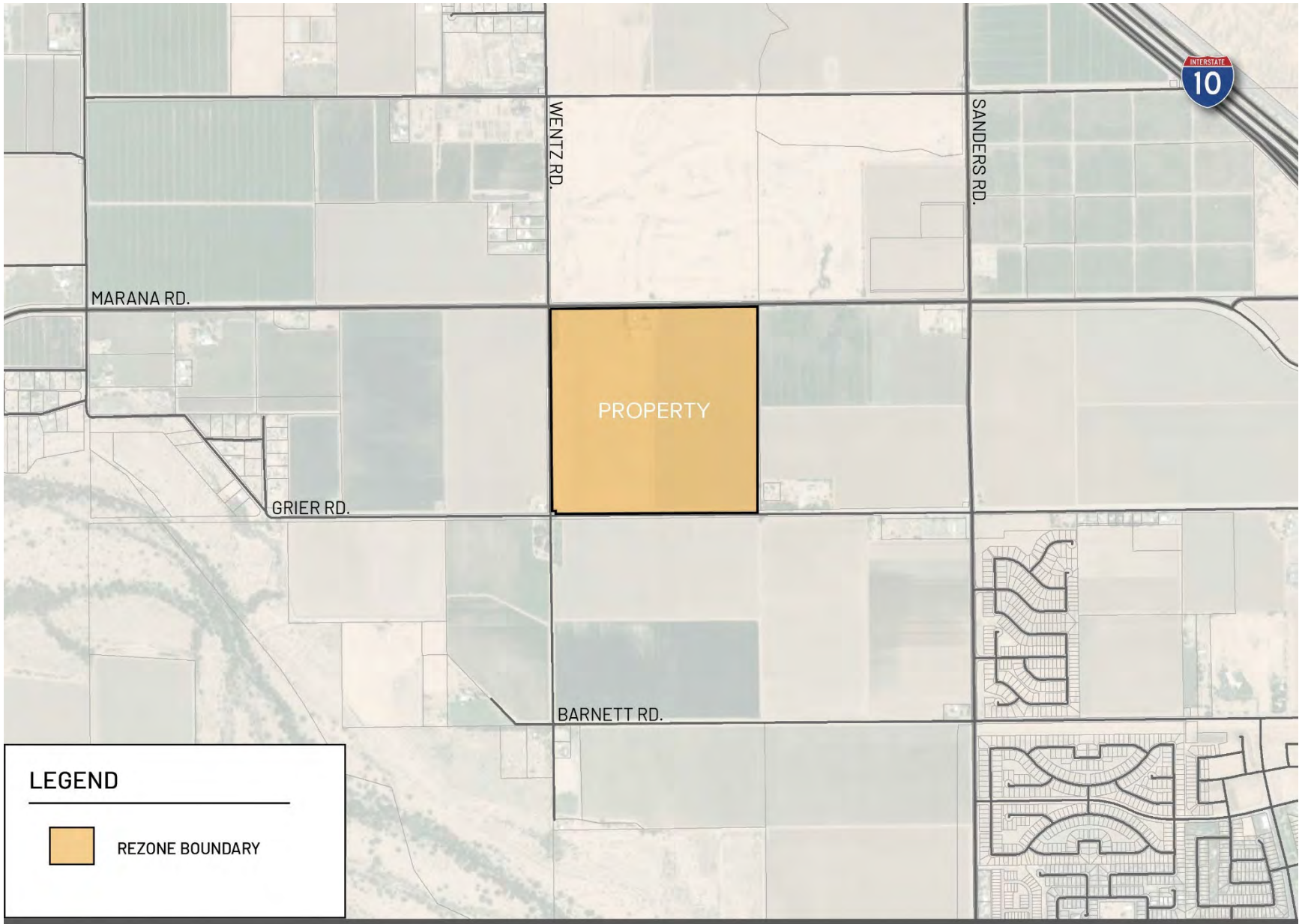


Exhibit II.B.1: **Site Location Map**

NORTH

DO NOT SCALE MAP - FOR REFERENCE ONLY

0 0.125 0.25 0.5 Miles

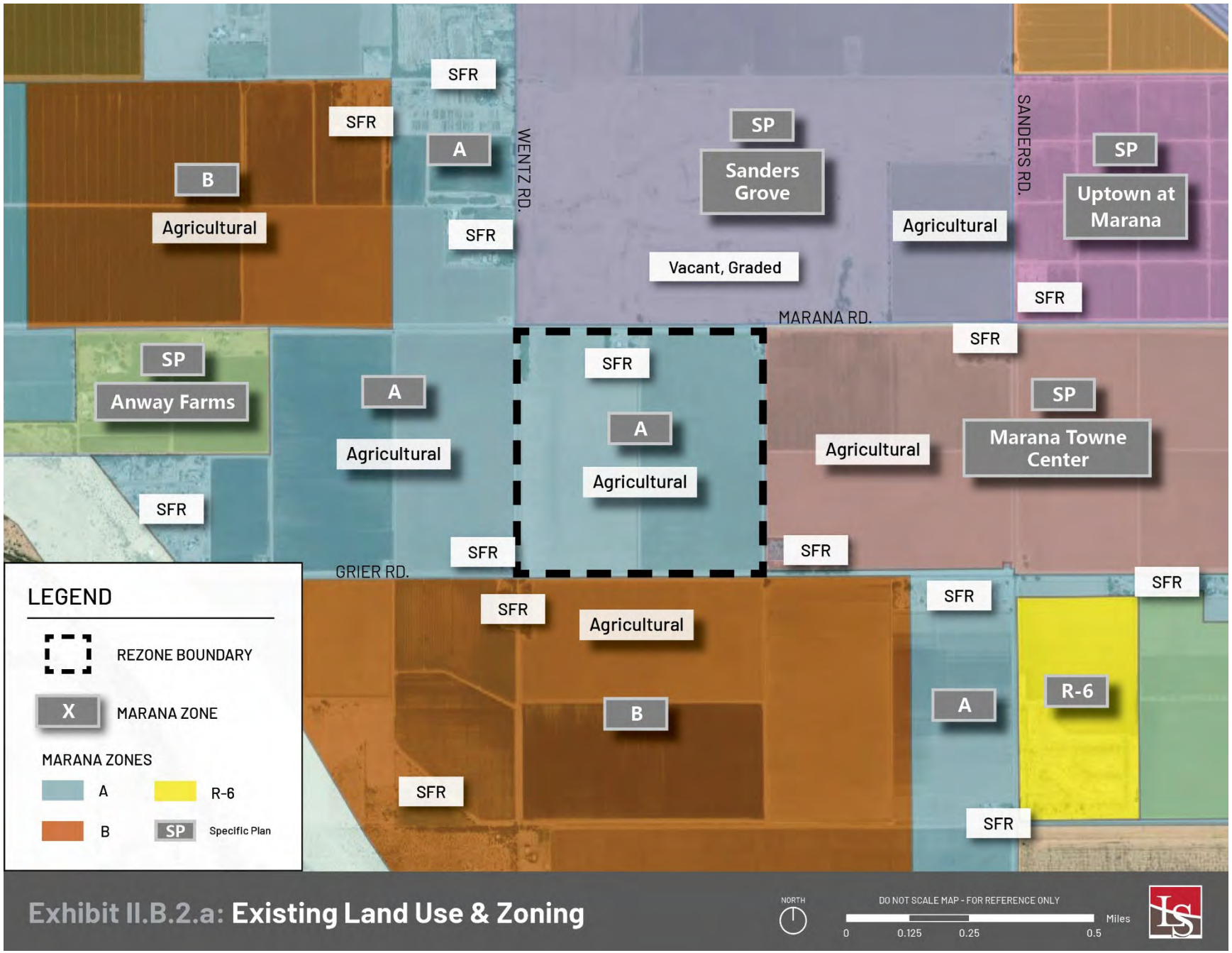


Exhibit II.B.2.a: **Existing Land Use & Zoning**

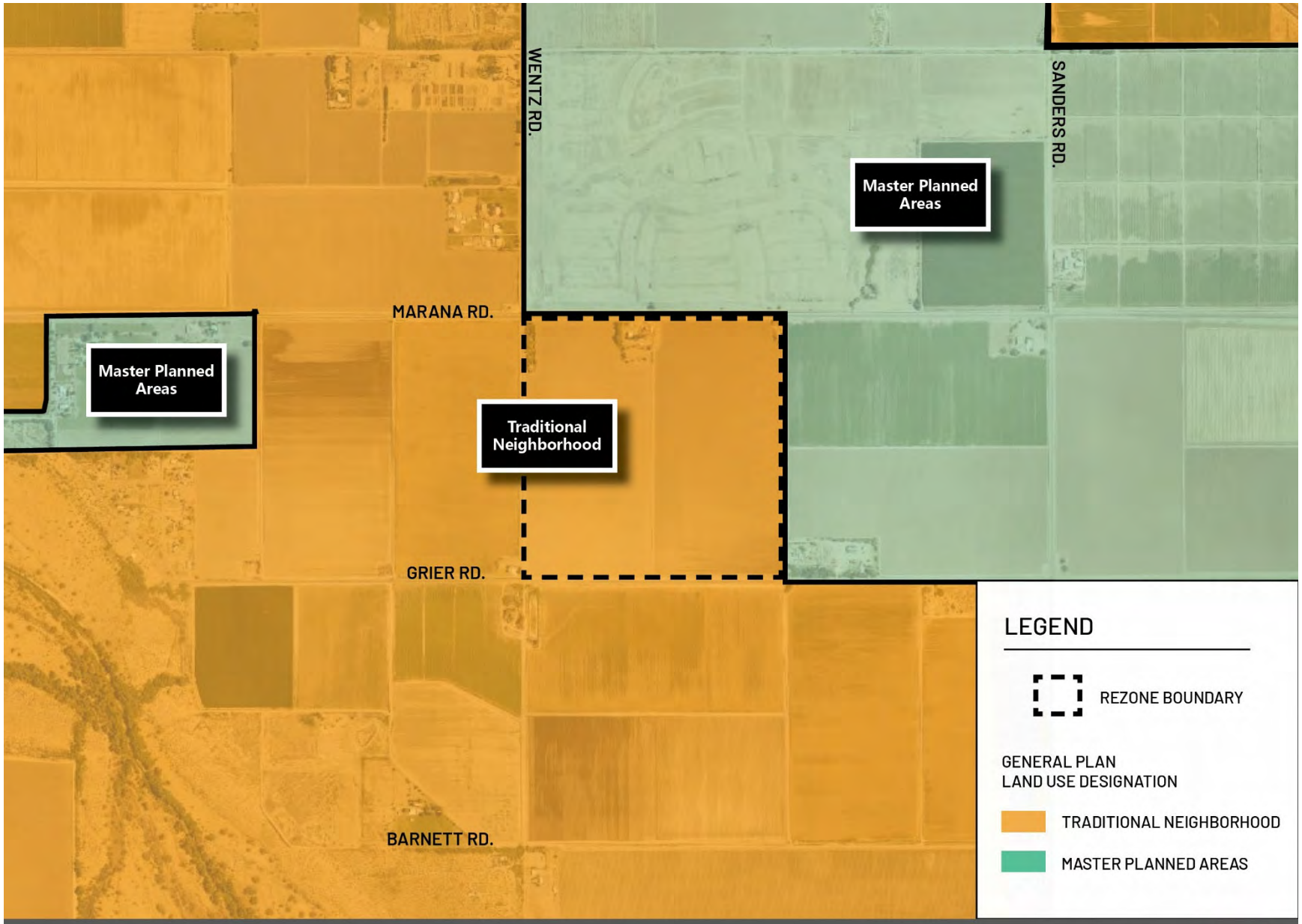


Exhibit II.B.2.b: General Plan Designations

NORTH

DO NOT SCALE MAP - FOR REFERENCE ONLY

0 0.125 0.25 0.5 Miles

As depicted in *Exhibit II.B.3: Neighboring Specific Plans*, the Property is located across the street from the Sanders Grove Specific Plan to the north and directly adjacent to the Marana Towne Center Specific Plan to the east. No development connected to these specific plans has occurred adjacent to the Property.

- Sanders Grove Specific Plan establishes a primarily low- to medium-density single-family residential community featuring recreation and open space areas, as well as possible multifamily and commercial uses near its southeast corner.
- The Marana Towne Center Specific Plan supports a variety of non-residential uses, including commercial uses, a future educational campus and employment uses. To date, the only portion of the specific plan to have been developed is located near the southwest corner of Marana Road and Sandario Road.

4. Pending Rezonings and Conditional Uses

There are no pending rezonings or conditional uses approved on the Property. An amendment to the Sanders Grove Specific Plan (to be renamed "Ranch House Specific Plan") has been submitted to the Town for review. *Exhibit II.B.3* identifies Sanders Grove and other approved Specific Plans in the area.

5. Approved Subdivisions/Development Plans

There are no approved subdivisions or development plans on the Property.

6. Architectural Styles of Adjacent Projects

Existing homes and structures on and surrounding the Property feature a mixture of architectural styles and include some manufactured/modular-type construction. Most buildings in the area are single-story construction.

Both the Sanders Grove and Marana Towne Center Specific Plans allow for a variety of Southwest architectural styles using materials and colors complementary to the Sonoran Desert.

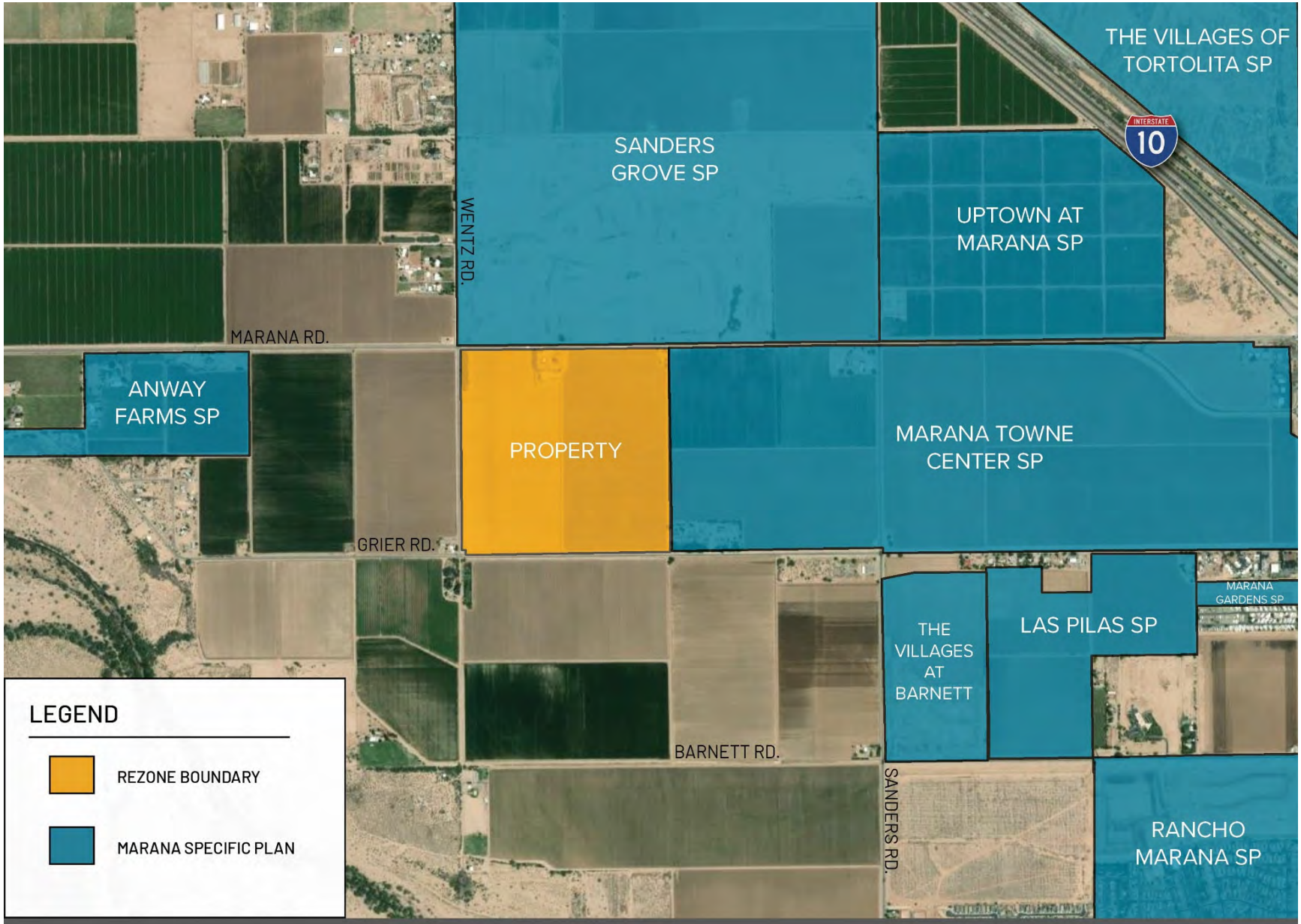


Exhibit II.B.3: Neighboring Specific Plans

C. Septic Systems & Wells

A Preliminary Geotechnical Engineering Study ("PGES") of the Property performed by CMT Engineering Laboratories indicates there is possibly a septic system associated with the house.

According to the Arizona Department of Water Resources ("ADWR") Well Registry Map, there is one well site located on the Property and one well site located within close proximity to the Property:

1. Well #55-644533
   This well is located on the Property and is listed as an exempt well for domestic and livestock use. It is unknown whether this well is in use or operational.

2. Well #55-604806
   This well is located on an adjacent property near the southwest corner of the Property and is listed as a non-exempt well for irrigation purposes. It is owned by the Cortaro-Marana Irrigation District ("CMID"). The Property's current agricultural uses appear to draw water from this CMID-owned well.

D. Topography & Slope

The Property's topography is relatively flat, and its elevations range from approximately 1,962 feet near the southeast corner along Grier Road to approximately 1,952 feet near the northwest corner at the intersection of Marana Road and Wentz Road. Existing topography at 2-foot contour intervals is shown on *Exhibit II.D: Existing Topography*. All topographic information is from Pima County's Geospatial Data Portal.

1. Hillside Conservation Areas
   There are no Hillside Conservation Areas located on or near the Property.

2. Rock Outcrops
   There are no rock outcrops on the Property.

3. Slopes of 15% or Greater
   The Property slopes gradually from the southeast towards the northwest. There are no slopes greater than 15%. (*See Exhibit II.D: Existing Topography.)*

4. Other Significant Topographic Features
   There are no significant topographic features on the Property.

5. Statements of Pre-Development Cross-Slope
   The average cross-slope ("ACS") of the Property is approximately 0.3%.

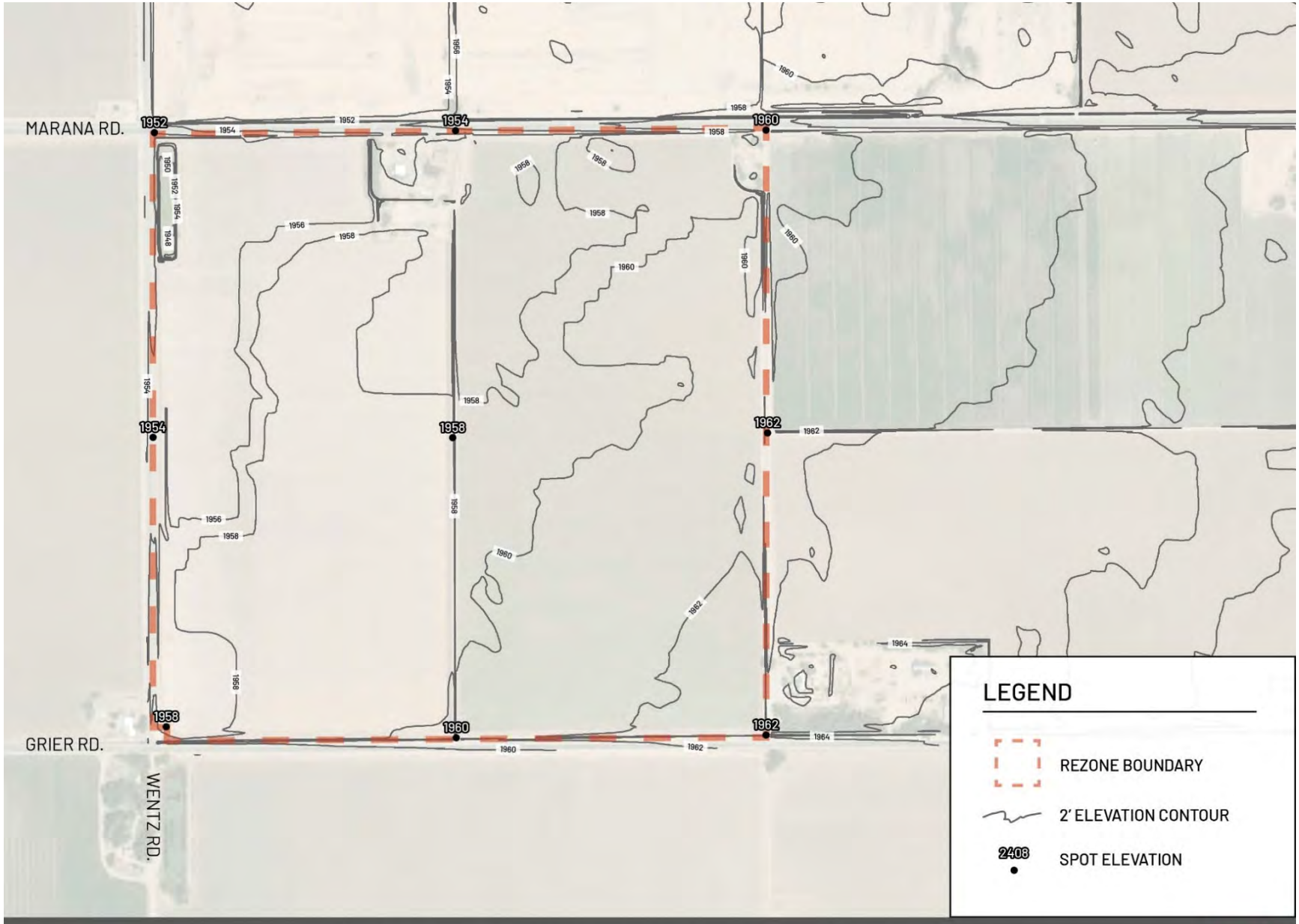


Exhibit II.D: Existing Topography

E. Hydrology

1. Offsite Watersheds

The Property is impacted by offsite drainage (approximately 460 cfs) originating from the Tortolita Mountains approximately 8 miles east of the Property. The majority of this drainage is controlled and/or diverted by manmade features such as the Central Arizona Project ("CAP") Canal, the UPR, and the I-10. These structures affect the boundaries of this region's natural watersheds and reduce the amount of offsite stormwater that reaches the Property. Runoff from adjacent agricultural properties onto the Property is minimal and generally contained by berms and irrigation canals.

The Property is not part of a balanced or critical basin.

2. Offsite Features

There are several manmade structures, including roadside ditches and irrigation channels, present in the area surrounding the Property. In addition to these structures, the CAP canal, the UPR, existing 1-10 infrastructure, culverts, elevated irrigation canals, and public roads all control the amount and location where storm flows originating from the Tortolita Mountains reach the Property.

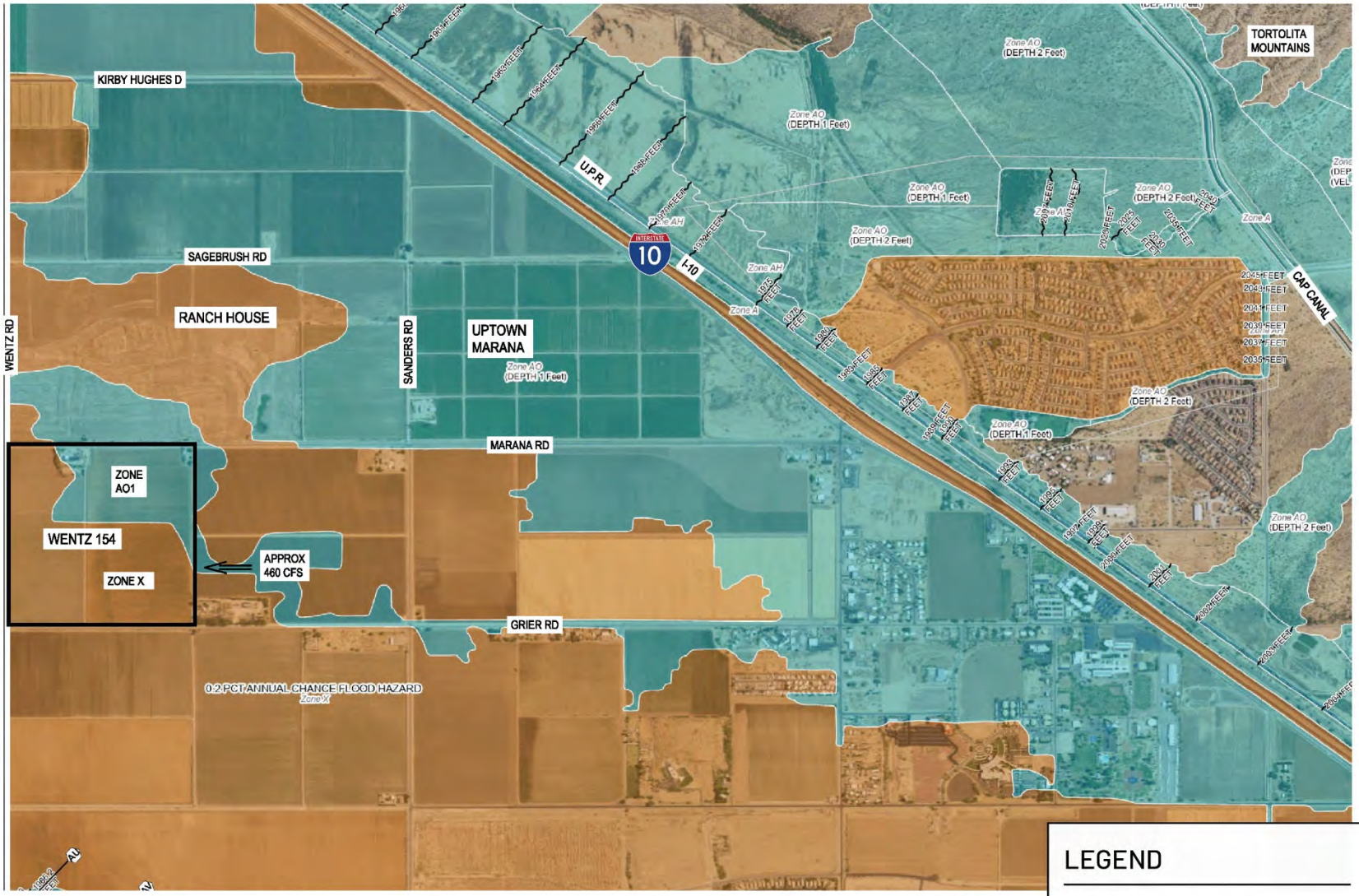
3. Characteristics of Onsite Hydrology

Due to continuous leveling for agricultural purposes, there is no measurable runoff originating from the Property. Stormwater runoff from the Property flows in a northwesterly direction as sheet flow and accumulates near the northwest corner of the Property where an existing depression containing clusters of native trees acts as a detention basin. Runoff exceeding this basin's maximum volume is conveyed westward via an existing 18-inch storm pipe, shallow roadside swales, and irrigation channels near the intersection of Marana Road and Wentz Road.

There are no washes on the Property. Approximately 30% of the Property is located in FEMA Zone AO1, which indicates the existence of areas subject to 100-year storm event flood depths of 0.5 to 1.5 feet. The remainder of the Property is mapped as shaded Zone X, which indicates areas of flooding during the 100-year storm event at flood depths of 0.5 feet or less. (See *Exhibit II.E.3: Existing Hydrology*.)

4. Existing Drainage Conditions

The Property conveys stormwater runoff as sheet flows to its northwest corner, where water collects within a natural depression acting as a detention basin. Flows overtopping this basin flow west and northwest via surface channels and an existing 18-inch pipe.



LEGEND

REZONE BOUNDARY

Exhibit II.E.3: Existing Hydrology

NORTH

DO NOT SCALE MAP - FOR REFERENCE ONLY

0 0.25 0.5 1 Miles

F. Vegetation

1. Vegetative Communities & Associations

Although the Property is located in the Arizona Upland subdivision of the Sonoran Desert scrub biotic community, most of the Property is currently used for agricultural purposes. As depicted in *Exhibit II.F.1: Existing Vegetation*, the Property mostly contains agricultural vegetation and several insignificant areas of non-agricultural native vegetation within the Property's drainage basins.

2. Significant Cacti & Groups of Trees

There are no cacti or federally listed threatened or endangered species present on the Property. Some clusters of native trees, including Mesquite and Palo Verde, exist on the Property (see *Exhibit II.F.1: Existing Vegetation*).

3. Vegetative Densities

The majority of the Property is covered by agricultural crops; thus, standard vegetative density analyses do not apply.

G. Wildlife

Due to continued disturbance of the Property for agricultural purposes and the scarcity of significant native vegetation, standard environmental and biological analyses do not apply. No significant wildlife habitats were identified on the Property. Previous biological studies in this area suggest that while certain species have the potential to occur within the Project area, none actually occur because there are no sustainable aquatic habitats, riparian areas, grassland habitats, elevational ranges, or potential roost sites in the area.

See *Appendix B: AGFD Online Review Tool Report*.

Exhibit II.F.1: **Existing Vegetation**

NORTH

DO NOT SCALE MAP - FOR REFERENCE ONLY

0 0.125 0.25 Miles

H. Soils & Geology

1. Soils

The majority of the Property's soil surface is currently used for agricultural purposes. A PGES of the Property performed by CMT Engineering Laboratories indicates the existence of a water well near the abandoned house. The PGES indicates there is possibly a septic system associated with the house, and possibly an underground storage tank associated with an old fuel pump located near the northern Property boundary. The PGES also indicated that groundwater underneath the Property is deep enough that it is unlikely to affect future construction.

Per the PGES, before future development can proceed, the Property will require improvement of near-surface soils, which may include recompacting existing natural soils or bringing in engineered fill extending to the Property's natural soils.

2. Geology

The Property is located in the northwestern portion of the Upper Santa Cruz Basin ("USCB"), sits at an elevation of approximately 1,955 to 1,965 feet above sea level, and is approximately 1 mile east of the Santa Cruz River. The USCB is a deep, sediment-filled valley basin formed by extensional tectonic processes during the Tertiary and Quaternary geologic time periods. Since its formation, this valley has been filled over time with alluvial and fluvial sediments eroded from surrounding mountains.

According to the Arizona Geological Survey Interactive Geologic Map, the Property and adjacent areas may contain Holocene River Alluvium characterized by unconsolidated to weakly consolidated sand and gravel in river channels, and sand, silt, and clay in floodplains. Young terrace deposits fringing floodplains are also found in this area. This landscape can change and has changed over time.

I. Viewsheds

The Property's terrain is mostly flat and has been used for agricultural purposes for many years. Views from adjacent properties onto the Property are open in all directions.

There are several mountain ranges visible from the Property, including the Silver Bell Mountains to the west, the Tortolita Mountains to the northeast, Safford Peak and the Tucson Mountains to the southeast, and the Catalina Mountains to the east. (See *Exhibit II.I: Viewsheds*.)

Exhibit II.I: Viewsheds

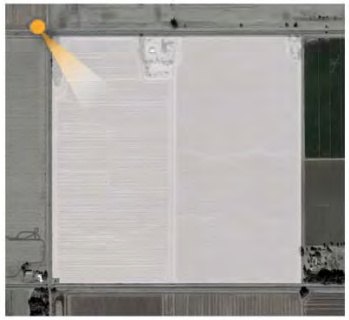
Looking west across Property from NEC of Property along Marana Road.

Looking south at house on Property from Marana Road.

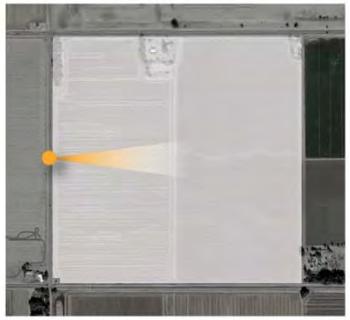
Looking south at auto repair shop on Property from Marana Road.

Exhibit II.I: Viewsheds Cont.

Looking southeast across Property from NWC of Property at Marana Road and Wentz Road.



Looking east across Property from Wentz Road.



Looking northeast at adjacent well site property with SWC of Property in background at Grier Road and Wentz Road.

Exhibit II.I: Viewsheds Cont.

Looking east across Property and Grier Road from SWC of Property.

Looking northwest across Property from SEC of Property along Grier Road.

Looking west across Property near NEC of Property from adjacent property

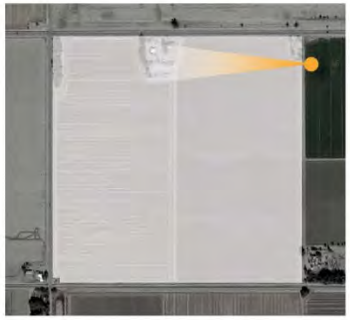


Exhibit II.I: Viewsheds Cont.

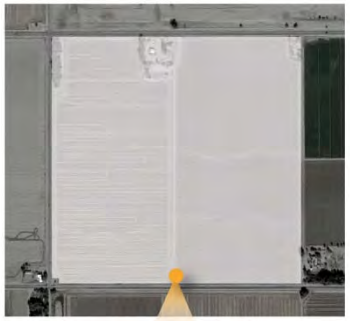
Looking north across Marana Road at neighboring property.

Looking north from Marana Road and Wentz Road at neighboring property.

Looking west from Wentz Road at neighboring property.

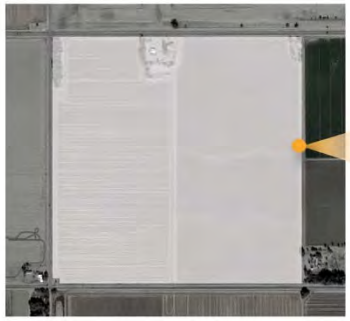
Exhibit II.I: Viewsheds Cont.

Looking south across Grier Road at neighboring property.



Looking northeast from SEC of Property along Grier Road at neighboring single-family home and property.

Looking west from Wentz Road at neighboring property.



J. Traffic

1. Existing & Proposed Off-Site Streets

Exhibit II.J.1: Traffic depicts arterial and collector roadways within one mile of the Property. Each of these roadways is described in *Table II.J: Roadway Inventory*.

Table II.J: Roadway Inventory

	Wentz Road	Marana Road	Grier Road	Sanders Road	Sagebrush Road (W. of Wentz Rd.)	Kirby Hughes Road	
						W. of Wentz Rd.	E. of Wentz Rd.
Streets Classification	Arterial	Arterial	Arterial	Arterial	Collector	Collector	Arterial
Existing R.O.W. (ft)	60	60	Approx. 80-85	Approx. 0-75	50	65	0
Future R.O.W. (ft)	190	250	150	250	90	90	150
Conforms to Widths Standards	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Ownership	Marana	Marana	Marana	Marana	Marana	Marana	Marana
R.O.W. is Continuous	Yes	Yes	Yes	Yes	No	Yes	Yes
Current Number of Lanes	2	2	2	2	0	2	2
Speed Limit (mph)	35	45	35	45	25	35	35
Traffic Volumes: AADT (Count, Year)	154 (2021)	2,659 (2021)	398 (2021)	765 (2021)	N/A	N/A	192 (2021)
Surface Conditions	Paved adjacent to Property	Paved	Paved	Paved	Unpaved	Paved	Paved

2. Existing Bicycle & Pedestrian Ways

As depicted in *Exhibit II.J*: *Traffic Map*, there are no bicycle or pedestrian ways located adjacent to the Property. Bicyclists may use the paved arterial roads around the Property for transportation, but no bike lanes or paths currently exist. According to *Make Marana 2040*, future bikeways are planned along Marana Road adjacent to the Property and Sanders Road approximately ½ mile east of the Property. Several existing arterial streets adjacent to the Property, including Marana Road, Grier Road, and Sanders Road, connect to existing schools and parks east of the Property.

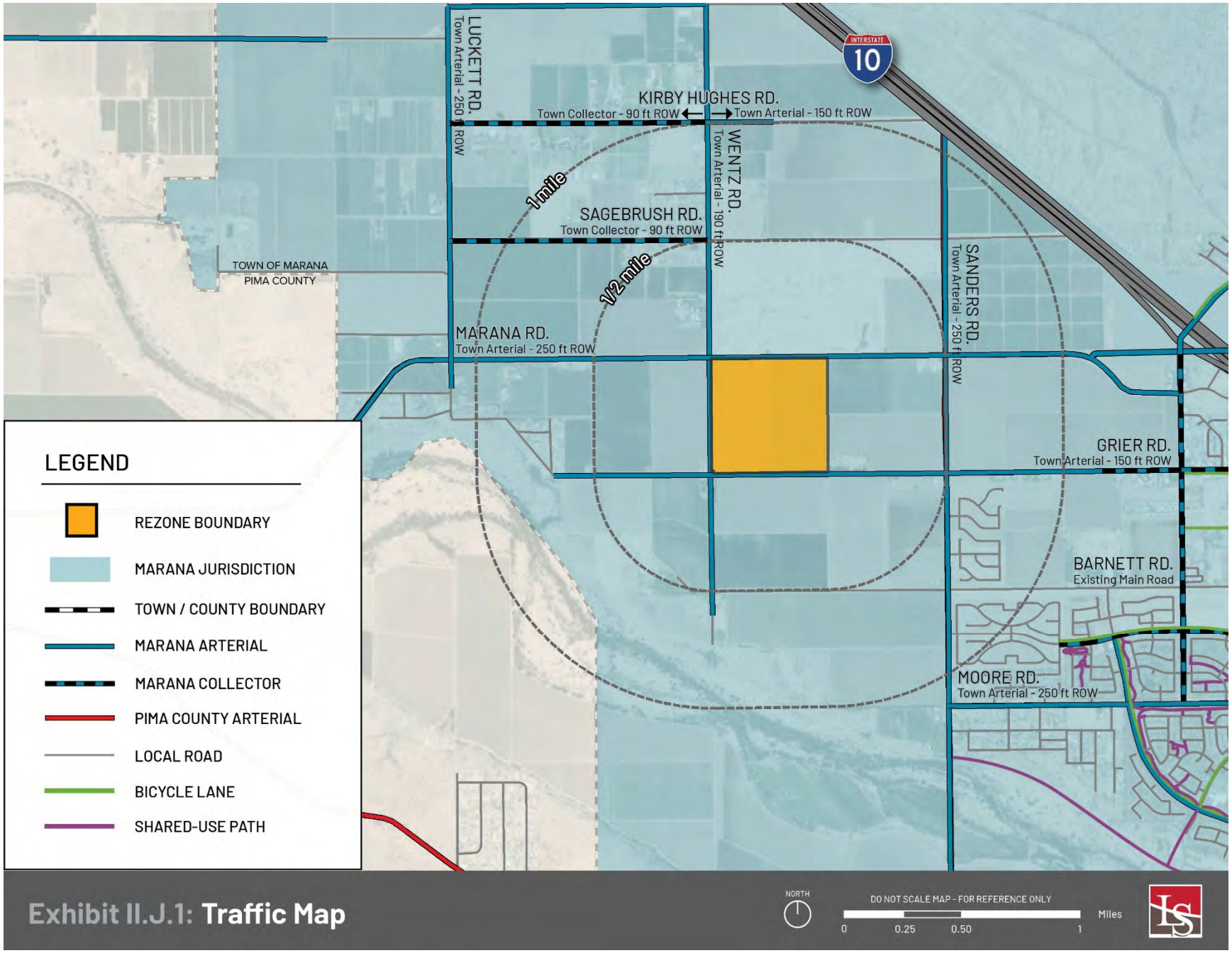


Exhibit II.J.1: **Traffic Map**

K. Recreation & Trails

As shown in *Exhibit II.K: Trails, Parks & Recreation*, there are no recreation areas located within one mile of the Property. Ora Mae Harn Park and San Lucas Community Park are the two closest parks to the Property, each approximately two miles east of the Property. Marana Heritage River Park and Gladden Farms Community Park are also located approximately two to three miles southeast of the Property. The northwestern terminus of The Huckelberry Loop shared use path is also located less than two miles south of the Property.

L. Cultural, Archaeological & Historic Resources

Per consultation with the Arizona State Museum ("ASM"), 16 archaeological investigations have been conducted within one mile of the Property between 1980 and 2009. Only 2 of these 16 investigations intersect with portions of the Property. No archaeological sites were identified on the Property. ASM recommends – but does not require – that a qualified archaeological contractor be consulted before any ground-disturbing activity begins.

Correspondence from ASM is included as *Exhibit II.L: ASM Correspondence.*

M. Existing Infrastructure & Public Facilities

1. Public Utilities

a. Sewer

The Property is located within the Town's Sanitary Sewer District. The Town will provide sewer service to the Property. (See *Exhibit II.M: Sewer Service Letter*.) There is an 18-inch sanitary sewer line located within the Marana Road right-of-way ("ROW") north of the Property with multiple points of potential connection.

b. Water

(1) Potable
The Property is located within the Town of Marana Water Department ("TMWD") service area and will be served by TMWD. There are existing 8-inch potable water lines within the Grier Road and Wentz Road ROWs.

(2) Non-potable
The Property is located within the CMID, which serves the Property with agricultural irrigation.

c. Fire Service

The Property is located outside of the Northwest Fire District ("NWFD") service area and will require annexation into the NWFD. The closest fire station, which is operated by NWFD, is located near the corner of Grier Road and Marana Main Street approximately two miles east of the Property.

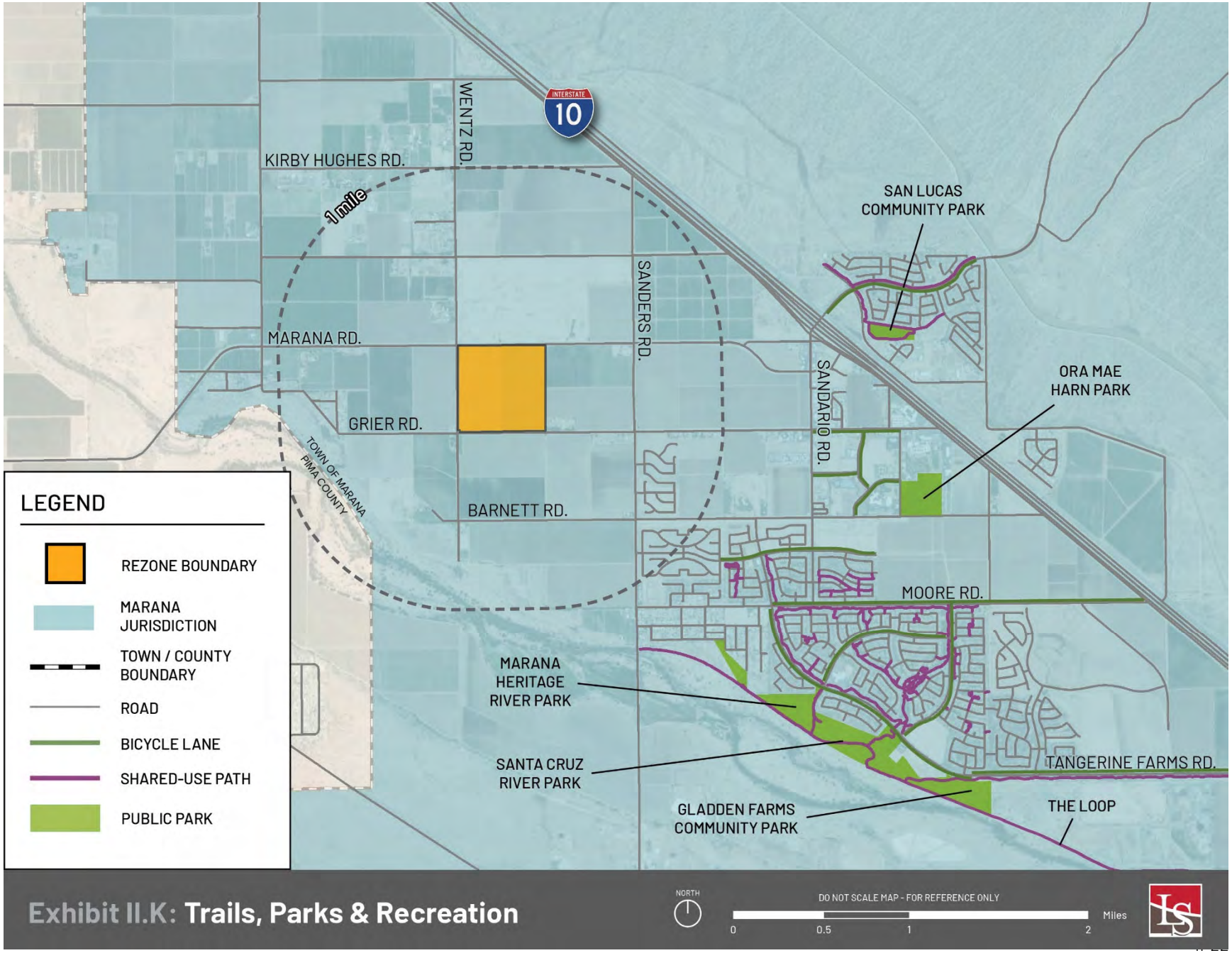


Exhibit II.K: **Trails, Parks & Recreation**

Exhibit II.L: ASM Correspondence

THE UNIVERSITY OF ARIZONA
ARIZONA STATE MUSEUM

Arizona State Museum
PO Box 210026
Tucson AZ 85721-0026
(520) 621-6281
www.statemuseum.arizona.edu

Robin Large
Lazarus & Silvyn, P.C.
5983 E. Grant Rd., Ste. 290
Tucson, AZ 85712

April 25, 2022

RE: Wentz 154 Rezoning
Parcel 217-24-0040

Dear Robin,

The Arizona State Museum (ASM) has reviewed archaeological project and site records in support of the following project:

> Lazarus & Silvyn's Wentz 154 Rezoning project (Lazarus & Silvyn Project No. 2441; ASM Job No. 004563)

Correspondence indicates this project will involve the rezoning of privately-owned land with the intent of residential development. The project area is located at 13111 & 13135 W Marana Rd in the town of Marana, Pima County, and encompasses parcel 217-24-0040 within Township 11 South, Range 11 East, Section 20.

I invite you to review the results of ASM's research, which are summarized below.

Search Results:

According to a search of the archaeological site records and reports held in ASM collections, 16 archaeological investigations were conducted within a one-mile radius of the project area between 1980 and 2009. Of these 16 archaeological investigations, two intersect a portion of the project area.

For the two archaeological investigations that intersect the project area, Table 1 summarizes their basic information and scope.

Additionally, eight archaeological sites have been identified within a one-mile radius of the project area. Of these eight archaeological sites, none intersect the project area.

Exhibit II.L: ASM Correspondence, continued

ASM Reference Number (AZProj/Accession)	Report Author(s)	Year(s) Conducted	Scope of Project
1983-0198	Fish et al.	1983-1986	Archaeological survey for research
1985-0091	Sires	1984-1985	Archaeological survey for road right-of-way

Table 1. ASM archaeological investigations that intersect the project area

Recommendations and Responsibilities:

1. Since a portion of the project area has not been subject to prior archaeological survey, ASM recommends—but does not require—that a qualified archaeological contractor be consulted before any ground-disturbing activity begins.

Additionally, in the portions of the project area that have been previously surveyed, the work was conducted 36 to 39 years ago. It is standard archaeological practice for a property to be re-surveyed if the previous survey was conducted 10 or more years ago, as there is a possibility for previously unidentified archaeological sites to have since been exposed. For this reason, ASM recommends—but does not require—that a qualified archaeological contractor be consulted before any ground-disturbing activity begins.

A list of archaeological contractors is available on the ASM website at:
https://statemuseum.arizona.edu/crm/document/aaa-qualified-consultants

2. Pursuant to Arizona Revised Statute §41-865, if any human remains or funerary objects are discovered during project work, all work must stop within the area of the remains and the ASM Repatriation Office must be contacted at 520-626-0320.

3. City, county, or municipal governments may have their own requirements; therefore, ASM recommends that the relevant jurisdiction(s) be consulted.

If you have any questions about the results of this records search, please feel free to contact me at jknightonwisor@arizona.edu or 520-621-4011.

Sincerely,

Jonathan Knighton-Wisor
Research Specialist
Archaeological Records Office
Arizona State Museum
520-621-4011
jknightonwisor@arizona.edu

Exhibit II.M: Sewer Service Letter

MARANA AZ
WATER

June 7, 2022

Ms. Linda Thompson
The WLB Group
4444 E. Broadway Boulevard
Tucson, AZ 85711

Sent Via Electronic Mail

RE: Will Serve Letter
Wentz 154

Dear Ms. Thompson

Per your request, the subject parcel falls within the Town of Marana's sewer service area and the Town of Marana would provide sewer service to this parcel, and future subdivision.

This letter is not a reservation or commitment of conveyance or treatment capacity.

Allocation of capacity is made by acceptance of a final plat and review/approval by Marana Water of a submitted sewer design report (provided by the design engineer) and a Sewer Capacity Evaluation, currently conducted by the Utility's third party consultant: HDR. Acceptance may require capital improvements as determined by these evaluations at that time. As of July 1, 2022 the Fee for this modeling review will be $950 plus the pass-through cost of consultant fees.

Should you have any questions, do not hesitate to contact me at (520) 382-2575.

Sincerely,

Erik Christenson, P.E.
Engineering Manager
Marana Water

11555 W. Civic Center Dr. ■ MARANA, ARIZONA 85743 ■ (520) 382-2570 ■ FAX: (520) 382-2590 ■ TTY: (520) 382-3499

2. Private Utilities

a. Electricity

The Property is located within the Tucson Electric Power ("TEP") service area and will be serviced by TEP. Existing TEP overhead power lines are currently located along the south side of Marana Road, the north side of Grier Road, and the east side of Wentz Road.

b. Gas

Southwest Gas Corporation ("SWG") has existing facilities in the area and will provide natural gas service to the Property. An existing gas line is located along the north side of Grier Road south of the Property.

c. Communications

The Property is located within the Comcast service area and will be serviced by Comcast. An underground fiber optic telephone cable is located on along the south side of Marana Road at two locations near the northwest and northeast corners of the Property.

N. McHarg Composite Map

Information about the Property's topography, hydrology, vegetation, wildlife and viewsheds has been combined to form the *McHarg Composite Map*, provided as *Exhibit II.N*. The map highlights areas most compatible with development. With no wildlife movement corridors or significant vegetation present onsite, relevant constraints are limited to the Property's topography and hydrology. See Section III (Land Use Proposal) for more information about how the Land Use Concept responds to these constraints.

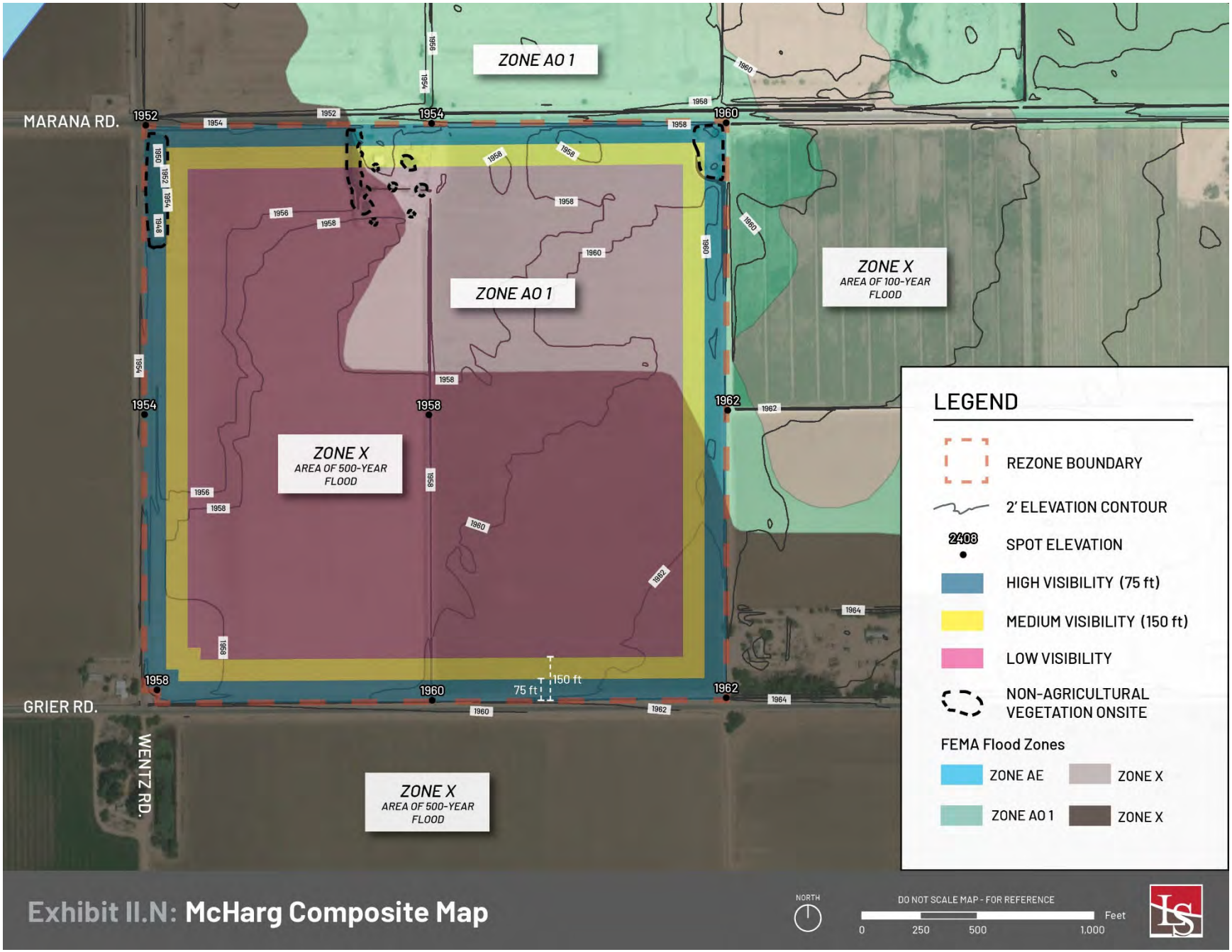


Exhibit II.N: McHarg Composite Map

III. Land Use Proposal

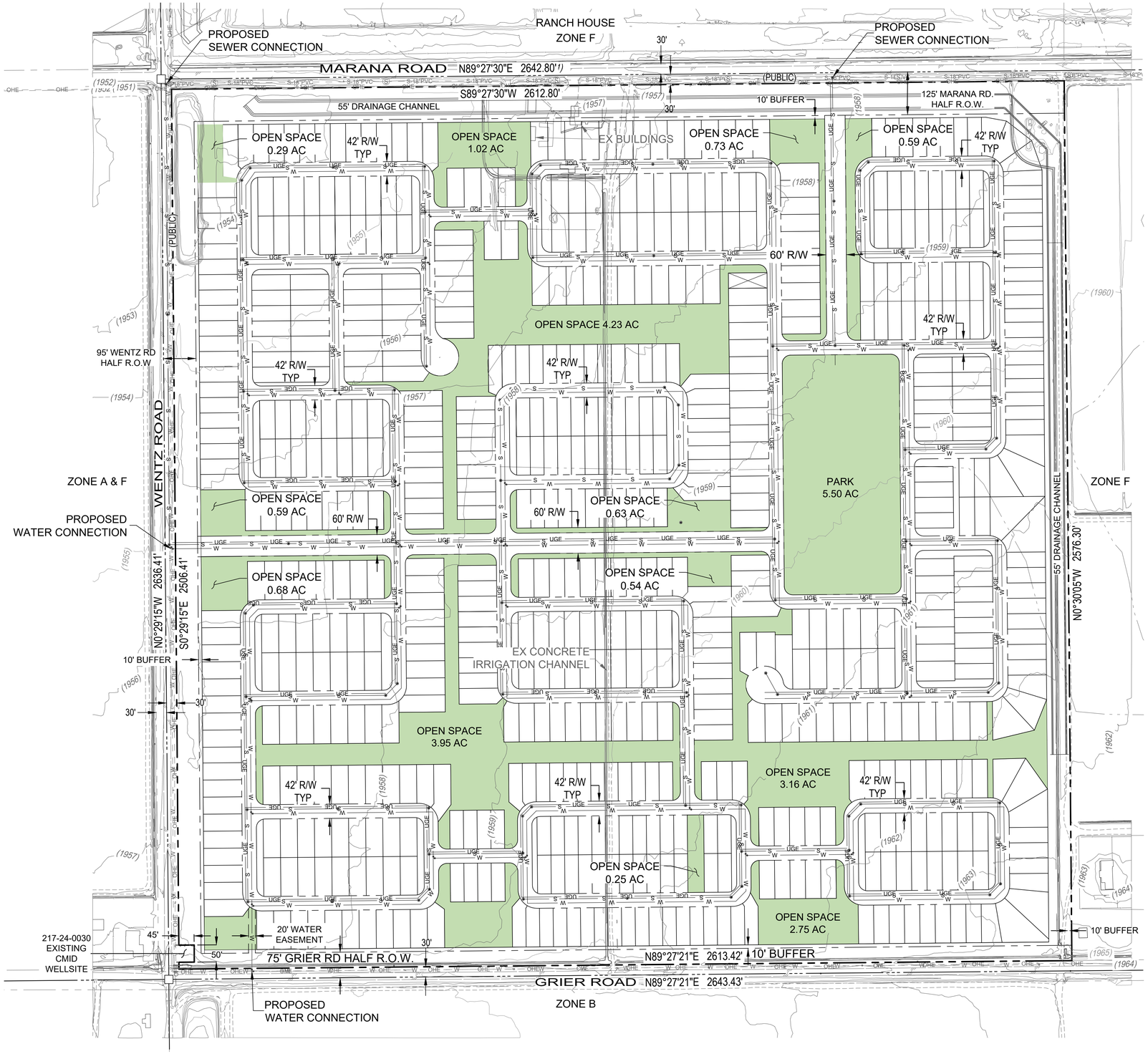
A. Project Overview

The Property is currently zoned A (Small Lot Zone) and is designated as TN on the Town's General Plan Future Land Use Map. The Project is located on land characterized by high levels of disturbance related to historic agricultural use of the Property. No significant hydrological, biological, or topographic constraints exist on the Property, thus allowing for the optimal placement of homes, roads and open space.

The Owner proposes to rezone the Property to the Town's R-4 (Residential) zone to allow for an urban residential development of up to 750 homes on 154.5 acres or about 4.85 RAC. As shown in *Exhibit III.A: Land Use Concept*, the Project features a traditional single-family residential neighborhood with a centrally located park amenity and passive open spaces interspersed throughout the development. The Project will include a mix of 40-, 45- and 50-foot-wide lots with lot depths of 110 feet or more, all of which are supported by R-4 zone. Primary access into the Project will be from Marana Road, with a secondary full access point along Wentz Road.

As detailed in Section I.B of this document, the Project's Land Use Concept was designed in conformance with the goals and policies of *Make Marana 2040* and the Town's Strategic Plan. The Project aligns with the Town's vision for Northwest Marana by providing a traditional neighborhood in a planning area targeted for future growth. The Land Use Proposal aims to act as a transition between future development of higher intensity residential, office, civic and commercial uses north and east of the Property and existing lower-intensity agricultural and residential uses to the south and west.

As the Town continues to grow outward around Downtown Marana, the Project is positioned to provide an appropriate transition between rural agricultural uses to the west and more intense urban environments planned to the east. The proposed neighborhood will be compatible with and contribute to the overall balance of land uses in the Central Growth Area of the Town. The Property is adjacent to the Marana Towne Center Specific Plan, which primarily features non-residential uses. The key to supporting non-residential uses—and commercial uses in particular—is developing more rooftops. Together, the residential uses within this Project, Sanders Grove (Ranch House) and Uptown at Marana should generate the critical mass necessary for successful non-residential uses in Marana Towne Center.



NOTES

1. TOTAL LOTS: 694
   TOTAL SITE AREA: 155 ± ACRES.
   TOTAL DEVELOPABLE AREA (EXCLUDING FUTURE R.O.W AND IRRIGATION EASEMENT): 140.7 ACRES ±
   DEVELOPABLE AREA INCLUDES 44 ACRES ± OF FEMA ZONE A.O.

2. APN: 217240040.

3. GENERAL PLAN: CENTRAL GROWTH AREA.
   THE CENTRAL AREA IS ENVISIONED TO BECOME THE CENTRAL GROWTH ACTIVITY HUB IN MARANA, FEATURING EVENT AND GATHERING SPACES, SHOPS, ENTERTAINMENT DESTINATIONS, AND EMPLOYMENT OPPORTUNITIES. NEW RESIDENTIAL DEVELOPMENT SUPPORTS ROBUST COMMERCIAL ACTIVITY THROUGHOUT DOWNTOWN.

4. GENERAL PLAN DESIGNATION : TRADITIONAL NEIGHBORHOOD.
   MAXIMUM DENSITY (PER GENERAL PLAN): 2-18 DU/ACRE.

5. EXISTING ZONING: A - SMALL LOT ZONE.
   PROPOSED ZONING: R-4
   DEVELOPMENT STANDARDS:

   SETBACKS:

FRONT:	10 FT
SIDE :	B (BUILDING CODE)
STREET SIDE:	10 FT
REAR	10 FT
BUILDING HEIGHT:	30 FT

6. SURROUNDING ZONING
   - NORTH: F - RANCH HOUSE SPECIFIC PLAN
   - SOUTH: B - MEDIUM LOT SIZE
   - EAST: F-MARANA TOWNE CENTER SPECIFIC PLAN
   - WEST: A-SMALL LOT / F-ANWAY FARMS SPECIFIC PLAN

7. FUTURE R.O.W. (PER GENERAL PLAN)
   MARANA ROAD: 250'
   GRIER ROAD: 150'
   WENTZ ROAD: 190'

8. THIS PROPERTY CONTAINS 44 +/- ACRES OF FEMA ZONE AO AND 111 +/- ACRES OF FEMA ZONE X SHADED. ZONE AO IS DEFINED AS FLOOD DEPTHS OF 1 TO 3 FEET AND ZONE X SHADED IS DEFINED AS AREAS HAVING A 0.2% ANNUAL CHANCE OF FLOODING AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS (FIRM) NUMBERS 04019C1010L AND 04019C1030L, EFFECTIVE DATE JUNE 16, 2011.

LEGEND

- PROPERTY LINE
- SECTION LINE
- RIGHT OF WAY
- WATER LINE
- SEWER LINE
- UNDERGROUND ELECTRIC
- EX RIGHT OF WAY
- EX OVERHEAD ELECTRIC
- EX WATER
- OPEN SPACE

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

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1600 W Broadway Rd, Ste. 150
Tempe Az. 85282 PH.(480) 736-1600

CONCEPTUAL LAND USE PLAN
WENTZ 154
Project

Exhibit III.A: Land Use Concept
Sheet Title

No.	Date	Item

Revisions
Project:

Scale	1 : 200
Job #	121050A001
Date	06/27/2022
Drawn By	RJ
Checked By	ES

DRAFT 6/27/22

Sheet 1
Of 1

Q:\121050A001 Wentz 154\02 Planning\Concept Plan\2022-6-27_Wentz_Concept Plan.dwg PLOT DATE: 6/27/22

B. Topography

The topography of the Property is conducive to the development of a single-family residential neighborhood. The Property slopes gradually (approx. 0.3%) from the southeast to the northwest, and while it will be mass graded, it will require minimal cut or fill.

C. Hydrology & Drainage

Offsite flows from adjacent properties will be analyzed at time of development, including any future uses adjacent to the Property potentially affecting the Project's hydrology and drainage. The necessary improvements to convey the flows through the Property will be determined at that time and will be incorporated into the drainage improvements for the Project. All existing CMID irrigation channels will be undergrounded at time of development.

See *Exhibit III.E: Post-Development Hydrology*, which illustrates the direction of hydrological drainage.

1. Offsite

As a result of the FEMA Zone AO 1, which encroaches onto the Property, offsite runoff will be intercepted within an engineered channel and conveyed north towards Marana Road. A channel located on the south side of Marana Road will convey these offsite flows west to the intersection of Wentz Road and Marana Road and then north to the intersection of Wentz Road and Hardin Road. These channels will serve to remove the Project from the Zone AO 1 Floodplain designation and will be included in the forthcoming Conditional Letter of Map Revision ("CLOMR") and subsequent Letter of Map Revision ("LOMR") for the Sanders Grove (Ranch House) project located on the north side of Marana Road.

2. Onsite

Onsite storm flows will be intercepted by scuppers and/or catch basins and conveyed via storm drainpipes to onsite detention/retention facilities. Onsite detention/retention will be provided in accordance with the Northern Marana Drainage Policy which requires full containment of the 10-year plus 100-year storm event.

The final design, which will handle both onsite and offsite storm flows, will be addressed in the Drainage Report and Drainage Plan, which will adhere to current Town development standards and applicable basin management plans. A drainage plan will be prepared during the Project's platting process.

There are no plans for encroachment or modification of existing drainage patterns.

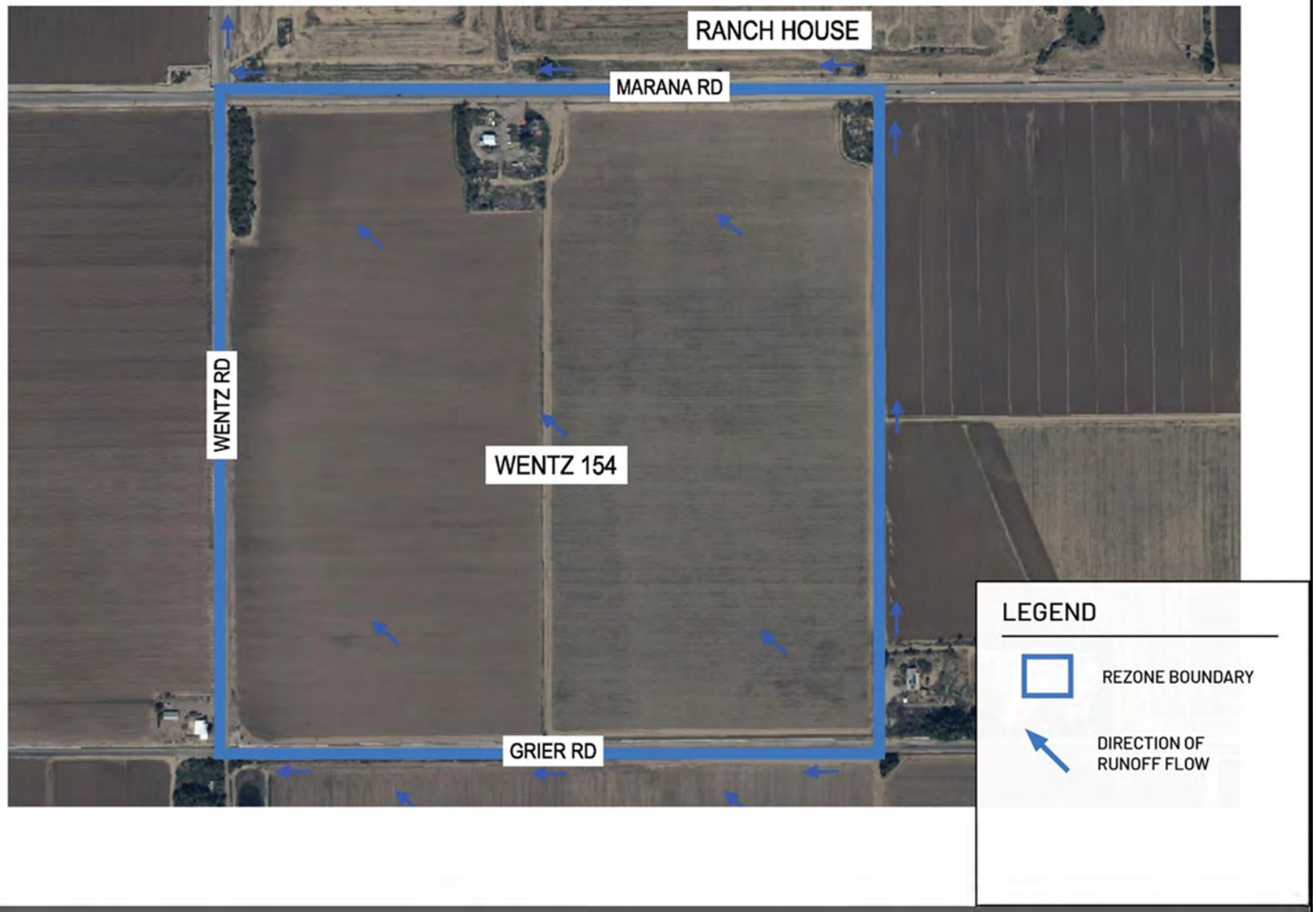


Exhibit III.H: **Post-Development Hydrology**

D. Landscaping

The Property currently exhibits very little native vegetation. The overall landscape theme will reflect attributes typical of the Sonoran Desert and the vegetation characteristics in the vicinity. The Project's landscaping program will make use of low-water-use plants to the greatest extent possible while still creating an aesthetically pleasing and beautiful community. Plants will be selected based on Town guidelines. Common areas will be maintained by the homeowners' association.

The landscape design will prioritize the conservation of water through implementation of underground drip irrigation, reducing evaporative water loss, and integration of low-water-use plants in selected common areas whenever possible. Passive water harvesting techniques, such as strategic grading and capturing rooftop runoff into swales to direct rainwater into landscaped areas will be employed wherever possible. Rainwater that is collected or diverted will supplement the water requirements of the landscape plants.

E. Wildlife

Previous biological studies in this area suggest that while certain species have the potential to occur within the Project area, none actually occur because there are no sustainable aquatic habitats, riparian areas, grassland habitats, elevational ranges, or potential roost sites in the area. The Project will provide some measure of new wildlife habitat in the form of native, drought-tolerant landscaping and open space corridors. (See *Appendix B: AGFD Online Review Tool Report*.)

F. Circulation

A Transportation Impact Analysis ("TIA"), provided under separate cover, was prepared by CivTech Engineering to determine the Project's potential traffic-related impacts within the Project area.

Exhibit III.D: Land Use Concept incudes:

- 750 new single-family homes within 154 acres,
- Community Amenity Space with 5 acres,
- Project access off Wentz Road and Marana Road.

For purposes of the TIA, the Project was analyzed assuming the following access points along Wentz Road and Marana Road:

- One access point on Wentz Road halfway between Marana Road and Grier Road
- One access point on Marana Road near the northeast corner of the Project

TIA conclusions:

- The proposed development in the 2024 Opening Year is anticipated to generate 1,728 weekday daily trips, 126 trips during the AM Peak Hour, and 176 trips during the PM Peak Hour.

- The proposed development at full buildout, 2029 Study Horizon Year is anticipated to generate 5,996 weekday daily trips, 437 trips during the AM Peak Hour, and 611 trips during the PM Peak Hour.
- All Study Intersections operate with overall acceptable Levels of Service (LOS D or better) in all scenarios.
- Left-turn lanes are warranted and recommended at the Project driveway intersections on both Wentz Road and Marana Road.

The Project will provide standard internal streets with 42-foot ROW widths, two lanes of travel, curbs, and American's With Disabilities Act ("ADA") compliant sidewalks. The Project's two internal collector roads will be constructed per Town Detail 110-3 for a 90-foot ROW with 2 travel lanes, a continuous striped left-turn lane and striped bike lanes.

Marana Road will have a future ROW width of 250 feet adjacent to the Project, and the Wentz Road future ROW is 190 feet. The Project will dedicate 115 feet of ROW along Marana Road and will include a 20-foot landscape buffer adjacent to the Property. An additional 65 feet of ROW along Wentz Road will be dedicated to achieve a future half ROW of 95 feet.

G. Public Utilities

1. Sewer
   The Project will connect to an existing Marana Utilities 18-inch sanitary sewer located within the Marana Road ROW.

2. Water
   The Project will connect to TMWD facilities for potable water service and will provide a looped connection to the existing 8-inch water lines within the Grier Road and Wentz Road ROWs.

3. Electricity
   The Project will be served by TEP and connect to existing overhead electric lines running along Marana Road, Wentz Road, and Grier Road. Powerlines into the Project will be undergrounded and looped through the subdivision.

4. Gas
   The Project will be served by SWG and will likely connect to the existing gas line located on the north side of Grier Road south of the Property.

5. Communications
   The Project will be served by Comcast and will likely connect to the existing telecommunications lines located near the northwest and northeast corners of the Property.

H. Public Services

1. Fire Service

The Project will be annexed into the NWFD. The closest fire station, which is operated by NWFD, is located approximately two miles east of the Property at the intersection of Grier Road and Marana Main Street.

2. Schools

The Project is located within Marana Unified School District ("MUSD"). Per *Exhibit III.H.2: MUSD School Capacity Letter*, existing schools in the area are projected to have capacity for the Project.

I. Recreation & Trails

As illustrated in *Exhibit III.I: Open Space Concept*, the Property features a significant amount of open space and recreation area. The Project will comply with the Town's recreation requirements, Marana Town Code § 17-5-3(B)(12), which requires 400 square feet of recreational area per unit (or a total of about 6.9 acres for 750 homes). The Project will meet or exceed the minimum recreational requirements with park amenities, trails, dual-purpose basins, an in-lieu fee, or a combination thereof.

1. Trail System and Open Space

The heart of the recreational elements within the Project is the network of trails, pathways and sidewalks to connect individual groups of lots and land uses with pocket parks, neighborhood parks and community park, and to connect these park amenities with each other. These trails will also provide residents with direct connection to non-residential uses offering alternative modes of transportation. The specific design of the trail system will be finalized during the platting phase of the Project and will be designed to provide connections to adjacent trail systems wherever possible and reasonable. These adjacent trail systems may be Town trails or a part of surrounding development. Pedestrian and other non-motorized travel will be encouraged throughout the development.

2. Neighborhood Parks

Neighborhood parks will be integrated within the development parcels to provide residents amenities closer to home. The neighborhood parks will be centralized open space area and may include both smaller- and larger-scale recreation amenities, such as tot lots, ramadas, BBQs, basketball courts, volleyball courts, small sports fields, etc.

3. Community Park

The community park will serve as the central hub of the Project. The community park will serve residents seeking a variety of passive and active recreational opportunities. The amenities within the park may include a variety of larger-scale passive and active recreational amenities, such as sports courts/fields, amphitheater, playground, pavilions, etc.

4. Streetscape

   The neighborhood collector streets within the Project will be developed with landscaped parkways to create distinct streetscapes to enjoy while driving throughout the Project. At the local street level, development parcels will be designed to create a vibrant and visually interesting streetscape that will include shade trees for sidewalks that connect to the comprehensive trail system within the Project.

J. Cultural, Archaeological & Historic Resources

A cultural resources survey will be performed and a report will be submitted to the Town for review prior to issuance of a grading permit. Development of the Property is subject to ARS § 41-865 regarding State protection of human remains and funerary objects.

Exhibit III.H.2: MUSD School Capacity Letter

GOVERNING BOARD

Maribel Lopez, Ed.D., President
John Lewandowski, Vice President
Tom Carlson, Member
Hunter Holt, Member
Dan Post, Member

ADMINISTRATION

Daniel Streeter, Ed.D., Superintendent
Carolyn Dumler, Ed.D., Assistant Superintendent
Kristin Reidy, Assistant Superintendent
Dan Contorno, Chief Financial Officer

MARANA
UNIFIED SCHOOL DISTRICT

April 26, 2022

Jackson Cassidy
Lazarus & Silvyn P.C.

RE: Proposed Development 694 Home SE corner of Marana Rd. and Wentz Rd.

Dear Mr. Cassidy ,

Thank you for informing us of the proposed 694 home development on the SE corner of Marana rd. and Wentz Rd. Marana Unified School District currently uses a factor of .25 students per home for elementary and .1 students per home for secondary. The 694 homes could generate about 174 elementary and 69 secondary students.

These future potential students would be supported by the following schools with their current enrollment/capacity numbers shown; Estes (514/787), Marana Middle School (1013/1434) and Marana High School (2044/2385). While all schools have capacity for the impact of this proposed development at this time, current growth trends are indicating that future school sites at both the elementary and secondary level may be needed in the near future.

Thank you for supporting the development of quality homes and businesses in our community. Marana Unified School District knows that one of the keys to the continued success of our wonderful community is the quality of our children's education. This belief is held so strongly that we have multiple developers providing the school district with rooftop impact development fees. The district uses these funds to ensure that necessary infrastructure is in place to support growth and maintain an inspiring education for every child. Voluntary developer participation in this process is an invaluable investment in our community. Please contact the Marana Schools Finance Office at 520-682-4756 to learn more about participation.

Please contact Dan Contorno at 520-682-4756, or myself at 520-616-4521 if you have any further questions.

Sincerely,

R Federico

Russell Federico, M.Ed.
Executive Director of Bond and Capital Projects
Marana Unified School District

Inspiring students to learn today and lead tomorrow.

11279 W. Grier Road • Marana, Arizona 85653 • (520) 682-3243 • www.maranausd.org

Open Space Legend

- Community Open Space 20.1 Acres
- Neighborhood Park 3.6 Acres
- Community Park 5.5 Acres

Trail Legend

- Community Walk Trail
- Community Bike Trail

Conceptual Landscape Plan

MODERNE AT WENTZ

MARANA, ARIZONA

Exhibit III.I: Open Space Concept

September 16, 2022

0 100 200 300

SCALE : 1" = 100'

GREEY | PICKETT

Appendix A: ALTA Survey

A.L.T.A./N.S.P.S.
Land Title Survey

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA.

EXCEPT THAT PART OF THEREOF DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT WHICH IS 50.00 FEET NORTH AND 25.00 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 11 EAST;

THENCE RUNNING NORTHERLY 25.00 FEET FROM AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 50.00 FEET;

THENCE EASTERLY 100.00 FEET FROM AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 20, A DISTANCE OF 50.00 FEET;

THENCE SOUTHERLY 75.00 FEET FROM AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 20, A DISTANCE OF 50.00 FEET;

THENCE WESTERLY 50.00 FEET FROM AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 20, A DISTANCE OF 50.00 FEET THE POINT OF BEGINNING.

BEING SOMETIMES DESCRIBED AS MARANA WELL SITE-SITE NO. 7 AND;

FURTHER EXCEPT ANY ROADS OR ROADWAYS THEREOF.

SCHEDULE "B" EXCEPTIONS

1. RESERVATIONS or exceptions in Patents or in Acts authorizing the issuance thereof. ***(NOT GRAPHICALLY PLOTTABLE)***

2. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien payable but not yet due for the following year:
Second half of 2021 ***(NOT SURVEY RELATED)***

3. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B. ***(NOT SURVEY RELATED)***

4. RESERVATION of all underground or percolating waters in Cortaro Water Users Association as set forth in instrument recorded in Book 314 of Deeds, page 445, EXCEPT such water as may be used by owners and inhabitants for domestic purposes. ***(NOT SURVEY RELATED)***

5. RIGHTS OF CORTARO-MARANA IRRIGATION DISTRICT to secure additional land on each side of their Right of Way and easements as may be necessary for the proper maintenance of canals, laterals and ditches as set forth in instrument recorded in Book 107 of Miscellaneous Records, page 151. ***(AS SHOWN HEREON)***

6. LIABILITIES AND OBLIGATIONS imposed upon said land by reason of its inclusion within the following named District:

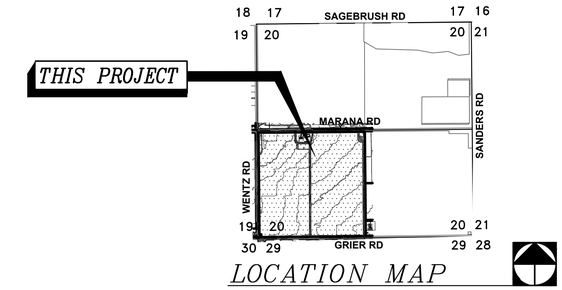
Cortaro Water Users Association (Book 107 of Miscellaneous Records at page 169 and in Docket 5670 at page 603) ***(NOT SURVEY RELATED)***

Cortaro-Marana Irrigation District (Docket 4838 at page 768 and in Docket 5670 at page 603) ***(NOT SURVEY RELATED)***

Northwest Fire District (Sequence No. 20162741114) ***(SUBJECT PROPERTY NOT WITHIN FIRE DISTRICT BOUNDARY)***

7. RIGHTS OF PARTIES in possession.

NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I. ***(NOT SURVEY RELATED)***



LOCATION MAP

SECTION 20, TOWNSHIP 11 SOUTH, RANGE 11 EAST,
G.& S.R.M., PIMA COUNTY, ARIZONA
SCALE: N.T.S

LEGEND:

- SECTION LINE
- PROPERTY LINE
- OHE — OVERHEAD ELECTRIC LINE
- FEMA FLOOD LINE
- EASEMENT LINE
- ● INDICATES FOUND PROPERTY CORNER AS NOTED
- ○ INDICATES PROPERTY CORNER TO BE SET
- □ INDICATES BRASS DISK SURVEY MONUMENT AS NOTED
- PP POWER POLE
- EP ELECTRIC PANEL
- UTILITY PEDESTAL
- WATER VALVE
- GAS VALVE
- GAS MARKER
- SEWER MANHOLE
- TELEPHONE MANHOLE
- (10) TITLE COMMITMENT Sch. B ITEM No.

GENERAL NOTES:

1. THIS SURVEY PERFORMED IN ACCORDANCE WITH FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. PT-6196864, DATED SEPTEMBER 13, 2021.
2. LEGAL ACCESS IS PROVIDED BY MARANA ROAD, WENTZ ROAD AND GRIER ROAD, ALL PUBLIC RIGHTS-OF-WAY.
3. TOTAL ACREAGE: 154.5525 ACRES, MORE OR LESS.
4. ZONING, PER PIMA COUNTY GIS MAP, IS JURISDICTION: TOWN OF MARANA 'A' SMALL LOT ZONE.
5. THIS PROPERTY FALLS IN 'ZONE AO' (FLOOD DEPTHS OF 1 TO 3 FEET) AND 'ZONE X SHADED' (OTHER FLOOD AREAS' ARE AREAS OF 0.2% ANNUAL CHANCE FLOOD) AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS (FIRM) NUMBERS 04019C1010L AND 04019C1030L, EFFECTIVE DATES JUNE 16, 2011.
6. THE MAJORITY OF THIS SITE IS ACTIVE FARM FIELDS AND IS CURRENTLY BEING CULTIVATED.
7. THIS IS AN ABOVE GROUND SURVEY, ALL UTILITIES SHOWN, IF ANY, ARE BASED ON OBSERVED EVIDENCE ONLY AND MAY NOT SHOW ALL UTILITIES ON SUBJECT PARCEL.
8. THE BASIS OF BEARINGS FOR THIS PROJECT IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 11 EAST, G.&S.R.M., PIMA COUNTY, ARIZONA. SAID BEARING BEING: N00°29'15"W.
9. THE BASIS OF ELEVATION FOR THIS PROJECT IS PIMA COUNTY OPUS CONTROL POINT NO. 11S11E_R07 BEING A CHISELED 'X' AT THE SOUTH END OF CONCRETE IRRIGATION HEADWALL NORTH OF GRIER ROAD AT THE NORTH-SOUTH MID-SECTION LINE OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 11 EAST, G.&S.R.M., PIMA COUNTY, ARIZONA. SAID ELEVATION BEING: 1964.77 FEET (NAVD88).

REFERENCES

(R1) RECORD OF SURVEY BOOK 42, PAGE 18, P.C.R.
(R2) RECORD OF SURVEY BOOK 77, PAGE 3, P.C.R.

CERTIFICATION [IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS.]

TO: RB LAND, LLC, AN ARIZONA LIMITED LIABILITY COMPANY;
PVC PROPERTIES CORPERATION, A CALIFORNIA CORPORATION;
AND FIRST AMERICAN TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 5, 6, 8, 11(a), 13, AND 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 12, 2021.

JAN. 6, 2022
DATE OF PLAT OR MAP
EMAIL ADDRESS:

PETER D. COTE, RLS 44121
pcote@wlbgroup.com

The WLB Group Inc.
Engineering Planning Surveying
Landscape Architecture Urban Design
Offices located in Tucson, Phoenix, Flagstaff, AZ and Las Vegas, NV.
4444 East Broadway
Tucson, Arizona (520) 881-7480

WENTZ – 158
SOUTHWEST QUARTER SECTION 20, T11S, R11E, G.&S.R.M.
PIMA COUNTY, ARIZONA
Project

ALTA/NSPS LAND TITLE SURVEY
MODERNE COMMUNITIES LLC
5333 E. PALO VERDE DR. PARADISE VALLEY, AZ. 85253
Sheet Title

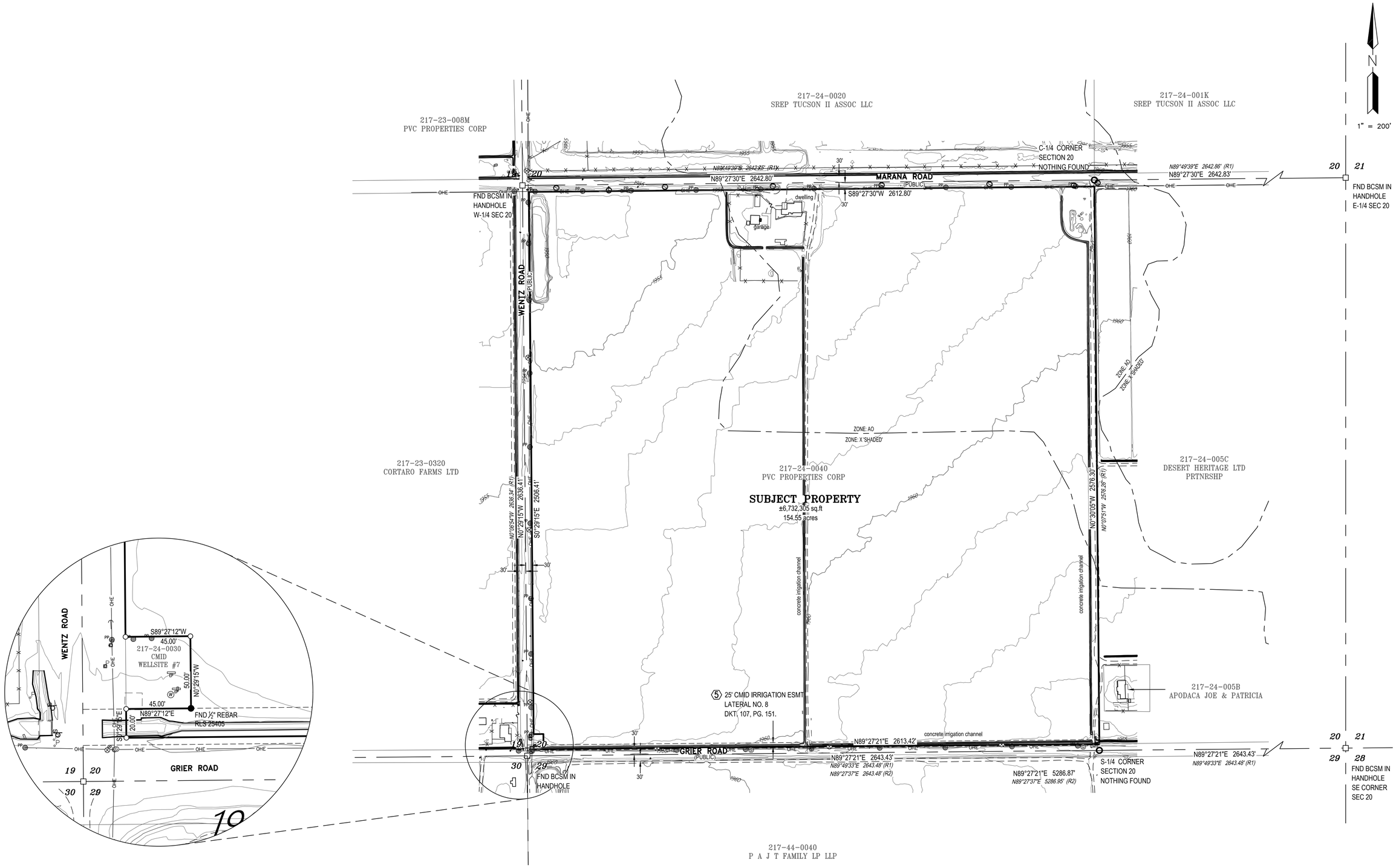
No.	Date	Item

Revisions

Scale 1" = 200'
Job No. 121050-A-001
Date NOVEMBER, 2021
Designed By PDC
Checked By RLL

REGISTERED LAND SURVEYOR CERTIFICATE NO. 44121 PETER D. COTE Date Signed 01-06-22 ARIZONA U.S.A.

Sheet 1 of 2



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4444 East Broadway
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WENTZ – 158
SOUTHWEST QUARTER SECTION 20, T11S, R11E, G.&S.R.M.
PIMA COUNTY, ARIZONA
Project

ALTA/NSPS LAND TITLE SURVEY
MODERNE COMMUNITIES LLC
5333 E. PALO VERDE DR. PARADISE VALLEY, AZ. 85253
Sheet Title

No.	Date	Item

Revisions

Scale	1" = 200'
Job No.	121050-A-001
Date	NOVEMBER, 2021
Designed By	PDC
Checked By	RLL

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44121
PETER D.
COTE
EXPIRES 06-30-22

Sheet 2
of 2

Appendix B: AGFD Online Review Tool Report

Arizona Environmental Online Review Tool Report

Arizona Game and Fish Department Mission
To conserve Arizona's diverse wildlife resources and manage for safe, compatible outdoor recreation opportunities for current and future generations.

Project Name:
Wentz 154

Project Description:
A rezoning of Pima County Assessor Parcel No. 217-24-0040 from Town of Marana Zone A (Small Lot Zone) to Zone R-4 (Residential) for the proposed development of a 694 unit single-family residential subdivision on 154 acres of existing agricultural land.

Project Type:
Habitat Conservation and Restoration, Land Use Planning

Contact Person:
Jackson Cassidy

Submitted By:
Robin Large

Organization:
Lazarus & Silvyn, P.C.

On Behalf Of:
PRIVATE

Project ID:
HGIS-16438

Please review the entire report for project type and/or species recommendations for the location information entered. Please retain a copy for future reference.

Disclaimer:

1. This Environmental Review is based on the project study area that was entered. The report must be updated if the project study area, location, or the type of project changes.
2. This is a preliminary environmental screening tool. It is not a substitute for the potential knowledge gained by having a biologist conduct a field survey of the project area. This review is also not intended to replace environmental consultation (including federal consultation under the Endangered Species Act), land use permitting, or the Departments review of site-specific projects.
3. The Departments Heritage Data Management System (HDMS) data is not intended to include potential distribution of special status species. Arizona is large and diverse with plants, animals, and environmental conditions that are ever changing. Consequently, many areas may contain species that biologists do not know about or species previously noted in a particular area may no longer occur there. HDMS data contains information about species occurrences that have actually been reported to the Department. Not all of Arizona has been surveyed for special status species, and surveys that have been conducted have varied greatly in scope and intensity. Such surveys may reveal previously undocumented population of species of special concern.
4. HabiMap Arizona data, specifically Species of Greatest Conservation Need (SGCN) under our State Wildlife Action Plan (SWAP) and Species of Economic and Recreational Importance (SERI), represent potential species distribution models for the State of Arizona which are subject to ongoing change, modification and refinement. The status of a wildlife resource can change quickly, and the availability of new data will necessitate a refined assessment.

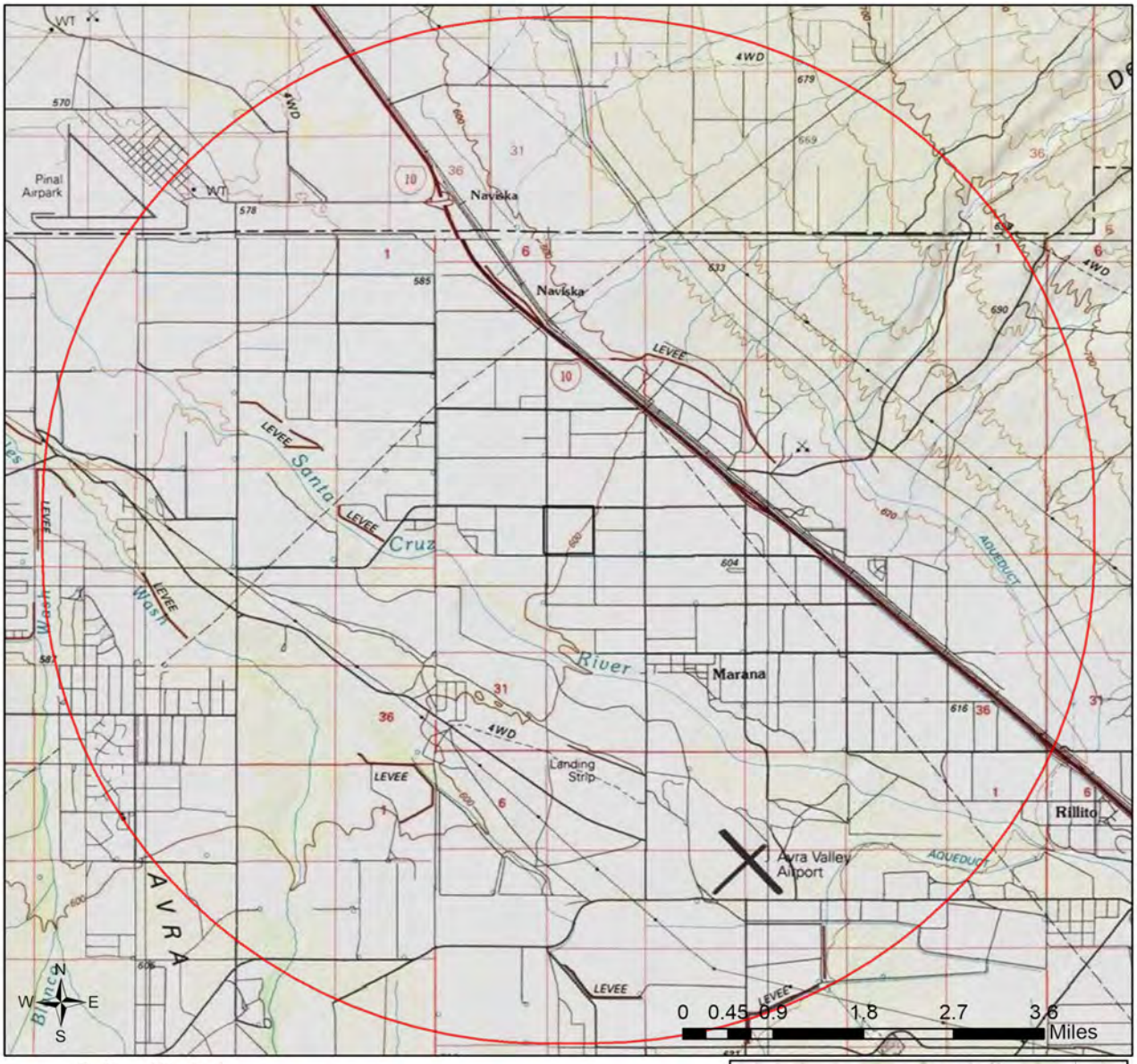
Locations Accuracy Disclaimer:
Project locations are assumed to be both precise and accurate for the purposes of environmental review. The creator/owner of the Project Review Report is solely responsible for the project location and thus the correctness of the Project Review Report content.

Recommendations Disclaimer:

1. The Department is interested in the conservation of all fish and wildlife resources, including those species listed in this report and those that may have not been documented within the project vicinity as well as other game and nongame wildlife.
2. Recommendations have been made by the Department, under authority of Arizona Revised Statutes Title 5 (Amusements and Sports), 17 (Game and Fish), and 28 (Transportation).
3. Potential impacts to fish and wildlife resources may be minimized or avoided by the recommendations generated from information submitted for your proposed project. These recommendations are preliminary in scope, designed to provide early considerations on all species of wildlife.
4. Making this information directly available does not substitute for the Department's review of project proposals, and should not decrease our opportunity to review and evaluate additional project information and/or new project proposals.
5. Further coordination with the Department requires the submittal of this Environmental Review Report with a cover letter and project plans or documentation that includes project narrative, acreage to be impacted, how construction or project activity(s) are to be accomplished, and project locality information (including site map). Once AGFD had received the information, please allow 30 days for completion of project reviews. Send requests to:
   Project Evaluation Program, Habitat Branch
   Arizona Game and Fish Department
   5000 West Carefree Highway
   Phoenix, Arizona 85086-5000
   Phone Number: (623) 236-7600
   Fax Number: (623) 236-7366
   Or
   PEP@azgfd.gov
6. Coordination may also be necessary under the National Environmental Policy Act (NEPA) and/or Endangered Species Act (ESA). Site specific recommendations may be proposed during further NEPA/ESA analysis or through coordination with affected agencies

Wentz 154

USA Topo Basemap With Locator Map



Buffered Project Boundary

Project Boundary

Project Size (acres): 153.88

Lat/Long (DD): 32.4569 / -111.2470

County(s): Pima

AGFD Region(s): Tucson

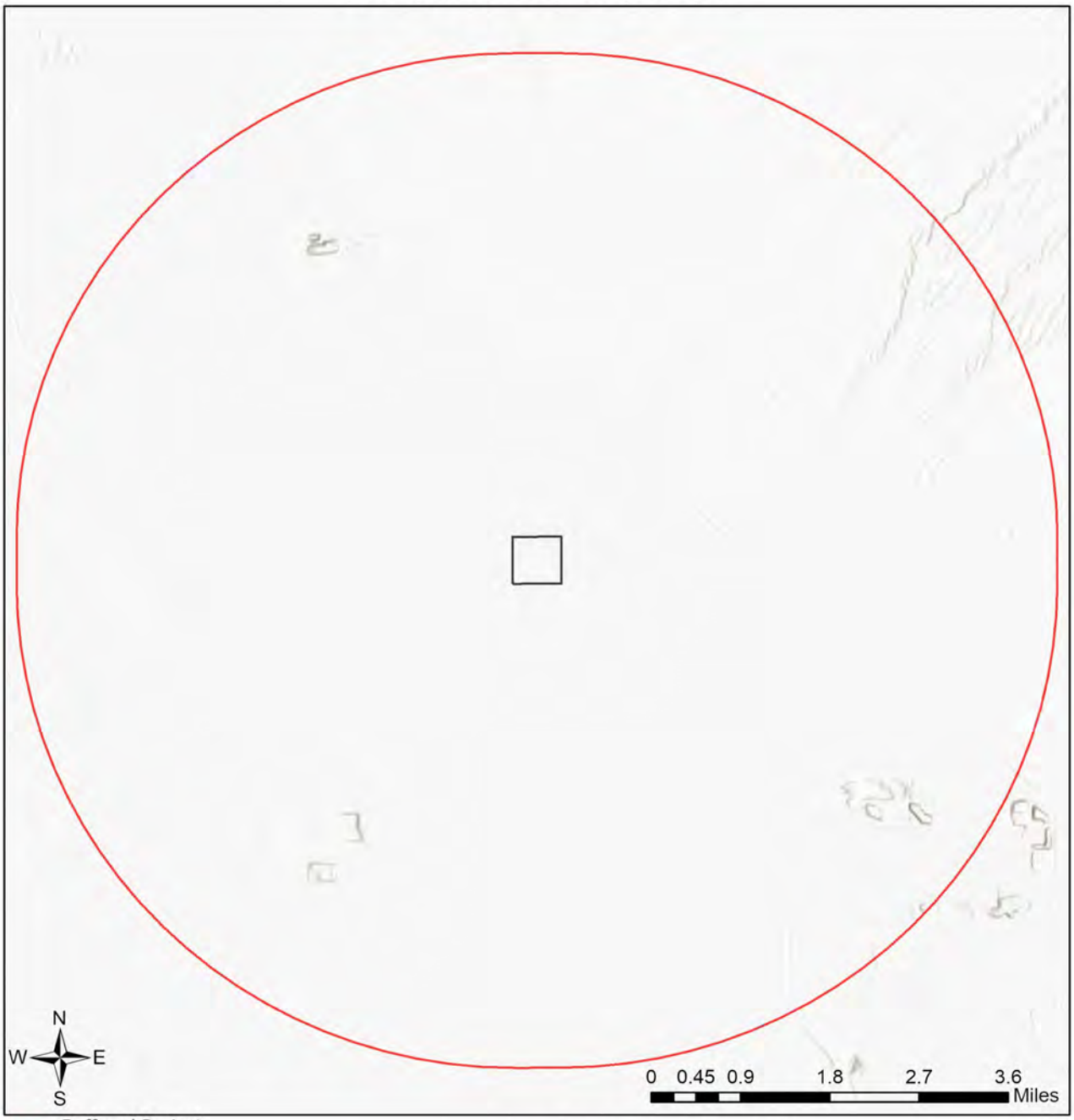
Township/Range(s): T11S, R11E

USGS Quad(s): MARANA; WEST OF MARANA

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

Wentz 154

Web Map As Submitted By User



Buffered Project Boundary

Project Boundary

Project Size (acres): 153.88

Lat/Long (DD): 32.4569 / -111.2470

County(s): Pima

AGFD Region(s): Tucson

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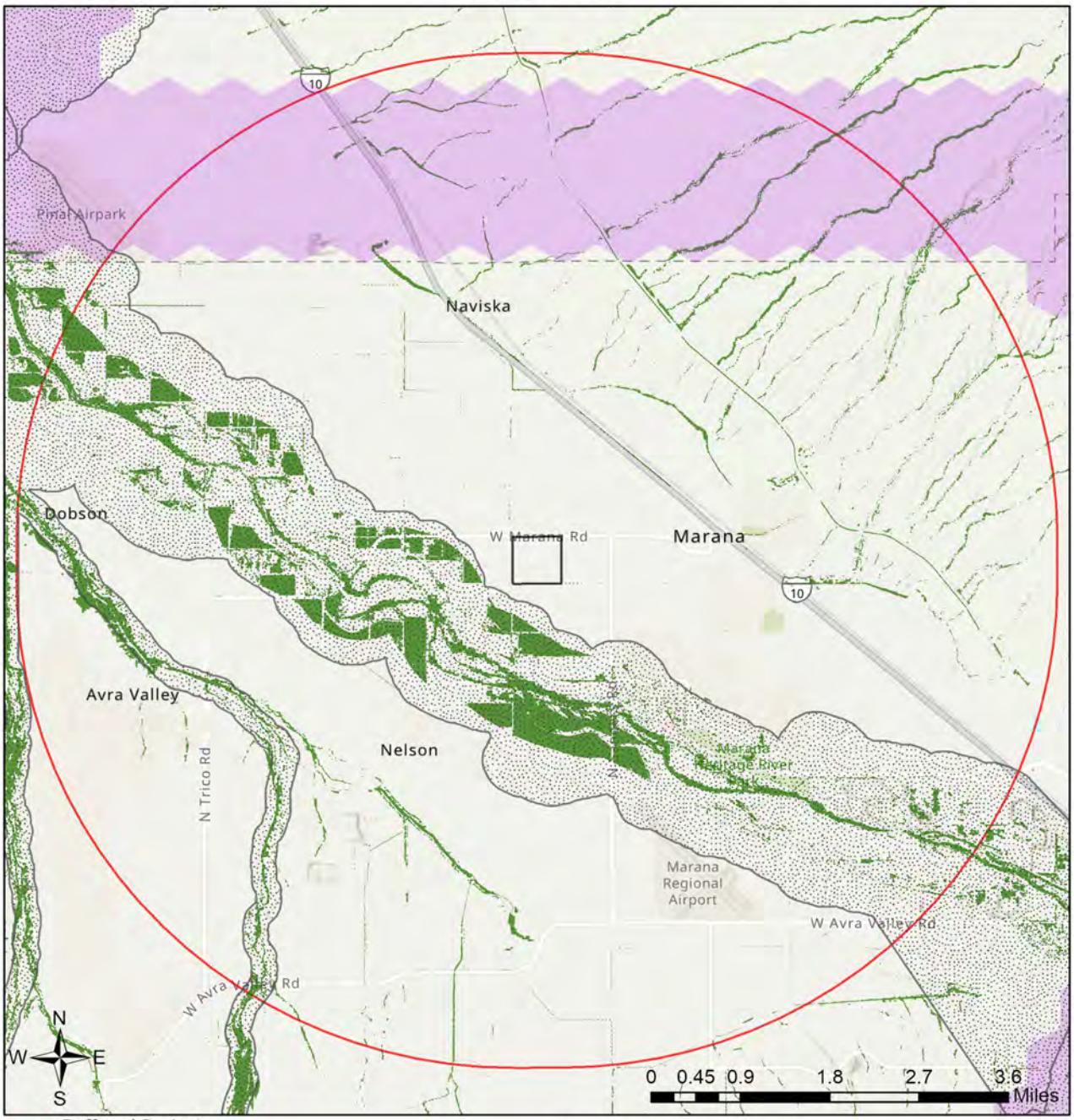
USGS Quad(s): MARANA; WEST OF MARANA

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

Wentz 154

Important Areas



- Buffered Project Boundary
- Project Boundary
- Important Bird Areas
- Critical Habitat
- Pinal County Riparian
- Important Connectivity Zones
- Wildlife Connectivity

Project Size (acres): 153.88

Lat/Long (DD): 32.4569 / -111.2470

County(s): Pima

AGFD Region(s): Tucson

Township/Range(s): T11S, R11E

USGS Quad(s): MARANA; WEST OF MARANA

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community
Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Wentz 154

Township/Ranges and Land Ownership

- Buffered Project Boundary
- Project Boundary
- AZ Game & Fish Dept.
- BLM
- BOR
- Indian Res.
- Military
- Mixed/Other
- National Park/Mon.
- Private
- State & Regional Parks
- State Trust
- US Forest Service
- Wildlife Area/Refuge
- Township/Ranges

Project Size (acres): 153.88

Lat/Long (DD): 32.4569 / -111.2470

County(s): Pima

AGFD Region(s): Tucson

Township/Range(s): T11S, R11E

USGS Quad(s): MARANA; WEST OF MARANA

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community
Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Special Status Species Documented within 5 Miles of Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Athene cunicularia hypugaea	Western Burrowing Owl	SC	S	S		1B
Bat Colony						
Chionactis annulata	Resplendent Shovel-nosed Snake					1C
Coccyzus americanus	Yellow-billed Cuckoo (Western DPS)	LT	S	S		1A
Danaus plexippus	Monarch	C		S		
Empidonax traillii extimus	Southwestern Willow Flycatcher	LE				1A
Falco peregrinus anatum	American Peregrine Falcon	SC	S	S		1A
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	PT	S	S		1B
Gopherus morafkai	Sonoran Desert Tortoise	CCA	S	S		1A
Heloderma suspectum	Gila Monster					1A
Myotis velifer	Cave Myotis	SC		S		1B
Sigmodon ochrognathus	Yellow-nosed Cotton Rat	SC				1C

Note: Status code definitions can be found at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/statusdefinitions/
.

Special Areas Documented that Intersect with Project Footprint as Drawn

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Riparian Area	Riparian Area					

Note: Status code definitions can be found at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/statusdefinitions/
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Species of Greatest Conservation Need Predicted that Intersect with Project Footprint as Drawn, based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Aix sponsa	Wood Duck					1B
Ammospermophilus harrisii	Harris' Antelope Squirrel					1B
Anaxyrus retiformis	Sonoran Green Toad			S		1B
Athene cunicularia hypugaea	Western Burrowing Owl	SC	S	S		1B
Botaurus lentiginosus	American Bittern					1B
Buteo regalis	Ferruginous Hawk	SC		S		1B
Buteo swainsoni	Swainson's Hawk					1C
Calypte costae	Costa's Hummingbird					1C
Chilomeniscus stramineus	Variable Sandsnake					1B
Chionactis annulata	Resplendent Shovel-nosed Snake	SC				1C
Cistothorus palustris	Marsh Wren					1C
Colaptes chrysoides	Gilded Flicker			S		1B
Coluber bilineatus	Sonoran Whipsnake					1B
Corynorhinus townsendii pallescens	Pale Townsend's Big-eared Bat	SC	S	S		1B
Crotalus tigris	Tiger Rattlesnake					1B

Species of Greatest Conservation Need Predicted that Intersect with Project Footprint as Drawn, based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Empidonax wrightii	Gray Flycatcher					1C
Euderma maculatum	Spotted Bat	SC	S	S		1B
Eumops perotis californicus	Greater Western Bonneted Bat	SC		S		1B
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	PT	S	S		1B
Gopherus morafkai	Sonoran Desert Tortoise	CCA	S	S		1A
Haliaeetus leucocephalus	Bald Eagle	SC, BGA	S	S		1A
Heloderma suspectum	Gila Monster					1A
Incilius alvarius	Sonoran Desert Toad					1B
Kinosternon sonoriense sonoriense	Desert Mud Turtle			S		1B
Lasiurus blossevillii	Western Red Bat		S			1B
Lasiurus xanthinus	Western Yellow Bat		S			1B
Leptonycteris yerbabuenae	Lesser Long-nosed Bat	SC				1A
Lepus alleni	Antelope Jackrabbit					1B
Macrotus californicus	California Leaf-nosed Bat	SC		S		1B
Melanerpes uropygialis	Gila Woodpecker					1B
Melospiza lincolnii	Lincoln's Sparrow					1B
Melozone aberti	Abert's Towhee		S			1B
Micrathene whitneyi	Elf Owl					1C
Micruroides euryxanthus	Sonoran Coralsnake					1B
Myiarchus tyrannulus	Brown-crested Flycatcher					1C
Myotis velifer	Cave Myotis	SC		S		1B
Myotis yumanensis	Yuma Myotis	SC				1B
Nyctinomops femorosaccus	Pocketed Free-tailed Bat					1B
Oreoscoptes montanus	Sage Thrasher					1C
Oreothlypis luciae	Lucy's Warbler					1C
Panthera onca	Jaguar	LE				1A
Passerculus sandwichensis	Savannah Sparrow					1B
Perognathus longimembris	Little Pocket Mouse	No Status				1B
Phrynosoma goodei	Goode's Horned Lizard					1B
Phrynosoma solare	Regal Horned Lizard					1B
Phyllorhynchus browni	Saddled Leaf-nosed Snake					1B
Progne subis hesperia	Desert Purple Martin			S		1B
Setophaga petechia	Yellow Warbler					1B
Sphyrapicus nuchalis	Red-naped Sapsucker					1C
Spizella breweri	Brewer's Sparrow					1C
Sturnella magna	Eastern Meadowlark					1C
Tadarida brasiliensis	Brazilian Free-tailed Bat					1B

Species of Greatest Conservation Need Predicted that Intersect with Project Footprint as Drawn, based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Toxostoma lecontei	LeConte's Thrasher			S		1B
Troglodytes pacificus	Pacific Wren					1B
Vireo bellii arizonae	Arizona Bell's Vireo					1B
Vulpes macrotis	Kit Fox	No Status				1B

Species of Economic and Recreation Importance Predicted that Intersect with Project Footprint as Drawn

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Callipepla gambelii	Gambel's Quail					
Pecari tajacu	Javelina					
Puma concolor	Mountain Lion					
Zenaida asiatica	White-winged Dove					
Zenaida macroura	Mourning Dove					

Project Type: Habitat Conservation and Restoration, Land Use Planning

Project Type Recommendations:
Fence recommendations will be dependant upon the goals of the fence project and the wildlife species expected to be impacted by the project. General guidelines for ensuring wildlife-friendly fences include: barbless wire on the top and bottom with the maximum fence height 42", minimum height for bottom 16". Modifications to this design may be considered for fencing anticipated to be routinely encountered by elk, bighorn sheep or pronghorn (e.g., Pronghorn fencing would require 18" minimum height on the bottom). Please refer to the Department's Fencing Guidelines located on Wildlife Friendly Guidelines page, which is part of the WIldlife Planning button at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/.

During the planning stages of your project, please consider the local or regional needs of wildlife in regards to movement, connectivity, and access to habitat needs. Loss of this permeability prevents wildlife from accessing resources, finding mates, reduces gene flow, prevents wildlife from re-colonizing areas where local extirpations may have occurred, and ultimately prevents wildlife from contributing to ecosystem functions, such as pollination, seed dispersal, control of prey numbers, and resistance to invasive species. In many cases, streams and washes provide natural movement corridors for wildlife and should be maintained in their natural state. Uplands also support a large diversity of species, and should be contained within important wildlife movement corridors. In addition, maintaining biodiversity and ecosystem functions can be facilitated through improving designs of structures, fences, roadways, and culverts to promote passage for a variety of wildlife. Guidelines for many of these can be found at: https://www.azgfd.com/wildlife/planning/wildlifeguidelines/.

Minimize the potential introduction or spread of exotic invasive species, including aquatic and terrestrial plants, animals, insects and pathogens. Precautions should be taken to wash and/or decontaminate all equipment utilized in the project activities before entering and leaving the site. See the Arizona Department of Agriculture website for a list of prohibited and restricted noxious weeds at https://www.invasivespeciesinfo.gov/unitedstates/az.shtml and the Arizona Native Plant Society https://aznps.com/invas for recommendations on how to control. To view a list of documented invasive species or to report invasive species in or near your project area visit iMapInvasives - a national cloud-based application for tracking and managing invasive species at https://imap.natureserve.org/imap/services/page/map.html.

- To build a list: zoom to your area of interest, use the identify/measure tool to draw a polygon around your area of interest, and select “See What’s Here” for a list of reported species. To export the list, you must have an account and be logged in. You can then use the export tool to draw a boundary and export the records in a csv file.

Within sensitive riparian areas consider livestock management activities that include rotational grazing, fencing, and providing off-site water developments. Please refer to the Department's Fencing Guidelines located on the home page of this application . In endangered species habitats, guidelines may be established in Recovery Plans https://www.fws.gov/office/arizona-ecological-services.

The Department's Landowner Relations Program works with the state's private landowners to promote and encourage incorporation of habitat creation and improvement for a variety of wildlife species. The program has grown significantly in recent years offering new alternatives and larger projects to all the cooperators. There are various options under this program to partner with the Department to enhance or restore wildlife habitat. To view specific program options and criteria, please refer to the following link: https://www.azgfd.com/wildlife/landowners/

The construction or maintenance of water developments should include: incorporation of aspects of the natural environment and the visual resources, maintaining the water for a variety of species, water surface area (e.g., bats require a greater area due to in-flight drinking), accessibility, year-round availability, minimizing potential for water quality problems, frequency of flushing, shading of natural features, regular clean-up of debris, escape ramps, minimizing obstacles, and minimizing accumulation of silt and mud.

Habitat and forage recommendations are community, location, and species specific. We recommend early and direct coordination with Project Evaluation Program to determine site-specific recommendations.

Minimize impacts to wildlife and wildlife habitat by staying on designated roads and trails, and by minimizing use during spring and summer breeding periods. Additional information concerning OHV use is located at https://www.azgfd.com/OHV

Habitat restoration recommendations are dependant on habitat communities, target species, species located within the project area, site history, restoration goals, and treatment types. General project scoping should include defined project goals with measurable success criteria, site evaluation (e.g., soil conditions, local and watershed hydrological conditions and regimes), pre-project fish and wildlife surveys to determine project impacts and baseline data for post-project evaluation, established plan and methods for site preparation and revegetation (plant species evaluation based on current or expected site environmental conditions), consideration/incorporation of wildlife habitat features that may be secondary to project objectives (e.g., retaining snags for roost sites) and effects to habitat and wildlife at landscape scales (broader than project area), post-project monitoring plans and funding commitments, and an adaptive management plan. We recommend early coordination with Department personnel on project designs. Contact information can be found at https://www.azgfd.com/Agency/Offices or email our Project Evaluation Program at PEP@azgfd.gov

Pre- and post-survey/monitoring should be conducted to determine alternative access/exits to mines and to identify and/or minimize potential impacts to bat species. For further information when developing alternatives to mine closures, contact the Arizona Game and Fish Department Nongame Bat Coordinator at the Main Office in Terrestrial Branch, https://www.azgfd.com/agency/offices or (602) 942-3000.

Consider incorporating project components that may allow for the inclusion to promote, enhance, create, or restore wildlife habitat. Contact Project Evaluation Program for further information and opportunities, PEP@azgfd.gov or (623) 236-7600 or https://www.azgfd.com/agency/offices/

The Department requests further coordination to provide project/species specific recommendations, please contact Project Evaluation Program directly at PEP@azgfd.gov.

Project Location and/or Species Recommendations:
HDMS records indicate that one or more **Listed, Proposed, or Candidate** species or **Critical Habitat** (Designated or Proposed) have been documented in the vicinity of your project. The Endangered Species Act (ESA) gives the US Fish and Wildlife Service (USFWS) regulatory authority over all federally listed species. Please contact USFWS Ecological Services Offices at https://www.fws.gov/office/arizona-ecological-services or:

Phoenix Main Office
9828 North 31st Avenue #C3
Phoenix, AZ 85051-2517
Phone: 602-242-0210
Fax: 602-242-2513

Tucson Sub-Office
201 N. Bonita Suite 141
Tucson, AZ 85745
Phone: 520-670-6144
Fax: 520-670-6155

Flagstaff Sub-Office
SW Forest Science Complex
2500 S. Pine Knoll Dr.
Flagstaff, AZ 86001
Phone: 928-556-2157
Fax: 928-556-2121

This review has identified **riparian areas** within the vicinity of your project. During the planning stage of your project, avoid, minimize, or mitigate any potential impacts to riparian areas identified in this report. Riparian areas play an important role in maintaining the functional integrity of the landscape, primarily by acting as natural drainages that convey water through an area, thereby reducing flood events. In addition, riparian areas provide important movement corridors and habitat for fish and wildlife. Riparian areas are channels that contain water year-round or at least part of the year. Riparian areas also include those channels which are dry most of the year, but may contain or convey water following rain events. All types of riparian areas offer vital habitats, resources, and movement corridors for wildlife. The Pinal County Comprehensive Plan (i.e. policies *6.1.2.1* and *7.1.2.4*), Open Space and Trails Master Plan, Drainage Ordinance, and Drainage Design Manual all identify riparian area considerations, guidance, and policies. Guidelines to avoid, minimize, or mitigate impacts to riparian habitat can be found at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/. Based on the project type entered, further consultation with the Arizona Game and Fish Department and Pinal County may be warranted.

HDMS records indicate that **Sonoran Desert Tortoise** have been documented within the vicinity of your project area. Please review the Tortoise Handling Guidelines found at: https://www.azgfd.com/wildlife/nongamemanagement/tortoise/

HDMS records indicate that **Western Burrowing Owls** have been documented within the vicinity of your project area. Please review the western burrowing owl resource page at: https://www.azgfd.com/wildlife/speciesofgreatestconservneed/burrowingowlmanagement/.

Location Map
Wentz 154

Development Services / maranaplanning@maranaAZ.gov
11555 West Civic Center Drive / Marana, AZ 85653
Ph (520) 382-2600 / Fax (520) 382-2641 / maranaAZ.gov

PROJECT APPLICATION

APPLICATION TYPE

❑ Annexation	❑ Development Plan	❑ Development Plan Package	❑ General Plan Amendment
☒ Rezone	❑ Minor Land Division	❑ Significant Land Use Change	❑ Conditional Use Permit
❑ Specific Plan	❑ Landscape Plan	❑ Native Plant Plan/Exception	❑ SWPP
❑ Variance	❑ Hydraulic Model	❑ Sewer Capacity Assurance	❑ Sign Program
❑ Plat	❑ Improvement Plan	❑ Report (Type): _____	❑ Other: _____

PROJECT INFORMATION

Project Name: Wentz 154 Rezoning	
Description of Project: rezoning to R-4 zone for SFR development	Number of Lots: 694
Parcel No.(s): 217-24-0040	Gross Area (Acres): 154.5 ac
Project Address: 13111 & 13135 W. Marana Rd.	
Ref. Project No.: N/A	

CONTACT INFORMATION

Owner: MC RB Land 154 Marana, LLC	Contact Name: Randy Bury		
Address: 6720 N. Scottsdale Rd., Ste. 380	City: Paradise Vall	State: AZ	Zip: 85253
Email: rbury@modernecommunities.com	Phone No.: (480) 993-7690		
Applicant: Lazarus & Silvyn, P.C.	Contact Name: Robin Large & Keri Silvyn		
Address: 5983 E. Grant Rd., Ste. 290	City: Tucson	State: AZ	Zip: 85712
Email: RLarge@LSLawAZ.com	Phone No.: (520) 207-4464		
Consultant/Engineer: The WLB Group	Contact Name: Jerry Zillman		
Address: 1600 W. Broadway Rd., Ste. 150	City: Tempe	State: AZ	Zip: 85282
Email: jzillman@wlbgroup.com	Phone No.: (480) 736-1600		

OWNER/APPLICANT AUTHORIZATION

I hereby certify that the information set forth in this application are true and correct to the best of my knowledge and that I am either the owner of the property or that I have been authorized in writing by the owner to file this application. (If applicant is not the owner, attach written authorization from the owner.)

Robin Large	Robin Large Digitally signed by Robin Large Date: 2022.07.01 15:32:06 -07'00'	7/1/2022
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **A2**

Meeting Date: 01/17/2023

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: January 17, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2023.002: Relating to Development; approving a rezoning of approximately 165 acres of land located east of Interstate 10, east and west of Adonis Road, and approximately 1.2 miles north of Tangerine Road from Zone E (Transportation Corridor) to R-4 (Residential), R-5 (Residential), and MR-1 (Multi-Family Residential); and approving and authorizing the Mayor to sign the Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project (Brian Varney)

Discussion:

Request
Paradigm Land Design, LLC is requesting approval to rezone approximately 165 acres of land from Zone E (Transportation Corridor) to R-4 (Residential), R-5 (Residential), and MR-1 (Multi-Family Residential).

Marana General Plan
The 2040 Marana General Plan designates the proposed rezoning area with the land use category of Traditional Neighborhood (TN). Traditional Neighborhood provides a residential density range of two (2) du/ac to eighteen (18) du/ac, and accommodates both single-family and multi-family residential uses.

Surrounding Land Use and Site Characteristics

The rezoning area is bordered to the north by undeveloped, Arizona State Land Department property zoned Agricultural (AG). Adjacent, to the east of the rezoning area, is the Central Arizona Project canal, beyond which is undeveloped Zone E (Transportation Corridor) land. The south and west boundaries of the rezoning area are adjacent to both the Tortolita Shadows Specific Plan and the Rancho Marana Specific Plan (East), both of which are undeveloped at this time but are currently being master planned with the proposed rezoning area to be known as the Stonegate development.

The topography of the proposed rezoning area is characterized by relatively flat terrain with an average overall cross slope of approximately 1.3% from the northeast to the southwest. Town staff will require the submittal and approval of a drainage study and will evaluate all on-site and off-site drainage in greater detail during the review of the preliminary plats for this area.

Proposed Land Use

The Preliminary Development Plan for Stonegate East proposes both single-family and multi-family residential uses. The anticipated lot configuration shown proposes a mix of residential zoning categories with approximately 10.2 acres of Multi-family (MR-1), 55.6 acres of R-4 (minimum lot size of 4,000 S.F.), and 86.5 acres of R-5 (minimum lot size of 5,000 S.F.). A total of 777 residential units are anticipated within the rezoning area yielding a gross density of 4.7 dwelling units per acre.

The proposed rezoning area is planned to be integrated into the much larger Stonegate Master Plan that includes the portion of the Rancho Marana Specific Plan east of I-10, as well as the existing Tortolita Shadows Specific Plan that was approved by the Town Council in July of 2012. The development of the Stonegate Master Plan will result in the construction of a large amount of infrastructure east of Interstate 10 including major roadways such as the ultimate-width Adonis Road, a portion of Moore Road, a large collector loop road and numerous internal streets with the corresponding utilities and drainage facilities required. The Preliminary Development Plan within the site analysis document illustrates a community park, approximately 5 acres in size, as well as a number of smaller neighborhood parks. Given the rezoning area will not necessarily contain a stand-alone development, and will be integrated into a larger planning area, staff will defer the ultimate park and recreation component of the proposed preliminary development plan to the platting stage of the development. The individual plats within the master plan will be carefully reviewed for compliance with the Town's recreational area standards. Parks, trails, and paths will be coordinated within the larger, master planning area to ensure seamless connectivity not only within Stonegate, but also with the adjacent Mandarina project to the south.

It should be noted that some of the planning areas (blocks) shown on the Preliminary Development Plan extend beyond the boundary of the Rezoning Area and overlap the existing specific plans [Tortolita Shadows and Rancho Marana (East)]. Staff has been working with the applicant on this matter, and it has been

determined that the most practical and efficient solution is to perform a minor amendment to the conceptual land use plans for both specific plans, specifically along portions of the perimeter of each plan. This will enable the applicant and the Town to process forthcoming preliminary and final plats in accordance with the desired layout shown on the master plan and avoid abrupt divisions at the respective boundaries.

Access and Circulation
Access to the rezoning area shall be provided through the Stonegate Master Plan area via the construction of the ultimate-width Adonis Road, and a portion of Moore Road, as well as a collector loop road and various internal streets. The property owners / developers shall be required to build Adonis Road to a four-lane divided roadway within their development. Based on future traffic volumes, property owners/developers will also be required to expand Adonis Road to a four-lane divided roadway, south to Mandarina Boulevard in accordance with review performed by the Town's Traffic Engineering Division. The overall Stonegate Master Plan Traffic Impact Analysis, which includes the proposed rezoning area, is under review and has not yet been approved by the Marana Traffic Engineering Division.

Utilities
The rezoning area is located within the Town of Marana water service area and will be served by the Town. The property owner / developer will be responsible for the extension of the public water system required to serve the area. A proposed plan identifying water use, fire flow requirements and all on-site and off-site water facilities will be required. Water service agreement(s) will be required, and all necessary on-site and off-site water infrastructure will be required to be constructed by the property owner / developer at time of development. Sewer service will be provided to the rezoning area by Marana Water. The property owner / developer will be responsible for onsite sewer infrastructure, including an anticipated lift station, and will be required to provide all necessary sewer plans and models to the Town for review and approval. The rezoning area lies within the service areas of Northwest Fire District, TRICO, Southwest Gas, Century Link and Comcast.

Citizen Participation
There are only three property owners (U.S. Bureau of Reclamation, Mandarina Holdings, LLC, and TMR Investors, LLC) within the general vicinity of the rezoning area. The applicant contacted owners directly by mail, providing a narrative and map of the proposed rezoning, and asked to be contacted directly with any questions or comments regarding the proposal.The applicant has been working directly with Mandarina Holdings, LLC, the property owners directly to the south, throughout the planning and design of the project. No response was received from the other two entities.

Public Notification
This public hearing was appropriately noticed in The Daily Territorial, and all property owners within 300 feet of the boundary of the rezoning area were

noticed by United States mail of the date, time, and topic of the public hearing. Additional notice was posted at various locations within the community.

Case Analysis Review Criteria
Pursuant to Town Code section 17-3-1(D), the Planning Commission and Town Council shall consider the following questions, at a minimum, in reviewing an application for rezoning:

- Any change of character in the area due to installation of public facilities, other zone changes, new growth trends, deterioration, and development;

  Based upon the requirements and conditions, the rezoning amendment does not appear to be detrimental to the character of the area due to installation of public facilities or any other rezoning changes.
- The degree to which the proposed zoning will benefit the community; whether there will be benefits derived by the community, or area, by granting the proposed rezoning;

  With the acceptance of the recommended conditions, this rezoning will benefit the community by extending public services and trails and providing additional residential options.
- Whether the proposed rezoning is compatible with the surrounding area or whether there will be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new use will generate such an excessive storm runoff, water, air, or noise pollution, excessive nighttime lighting, or other nuisances;

  Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding area and does not appear to be adversely impact the adjacent street network or generate such excessive storm runoff, water, air, or noise pollution, excessive nighttime lighting, or other nuisances.
- Whether the proposal conforms with and is in furtherance of the implementation of the goals and policies of the general plan, other adopted plans, and the goals, objectives and policies of the land development code, and other town regulations and guidelines, including goals and policies relating to economic development;

  The rezoning amendment conforms with the goals and policies of the general plan, the land development code, and other town regulations and guidelines.
- The zoning districts and existing land uses of the surrounding properties;

  Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding properties zoning and existing land use.
- Whether the existing and proposed transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development;

  With the acceptance of the recommended conditions, the existing and

proposed transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development.

- Whether the existing and proposed utility infrastructure, public facilities, and public services are suitable and adequate to serve the proposed rezoning area;

  Based upon the rezoning requirements and conditions, there is adequate utility infrastructure, public facilities, and public services in the area to serve the proposed rezoning area.
- Whether the subject property is suitable for the uses to which it has been restricted under the existing zoning classification;

  Based upon the rezoning requirements and conditions, the subject property is suitable for the proposed uses.
- Whether the rezoning is compatible with the adjacent neighborhood, especially residential neighborhood stability and character;

  Based upon the rezoning requirements and conditions, this rezoning amendment is compatible with the adjacent neighborhood in area stability and character.
- If applicable, the length of time the subject property has remained vacant as zoned;

  The subject property has remained vacant since annexation in to the Town.
- Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs;

  Based upon the rezoning amendment subject area location, there is an adequate supply of land available in the area and the surrounding community to accommodate the zoning and community needs.

Development Agreement

This public hearing was originally scheduled before Council on October 4, 2022, and was continued to November 15, 2022, to allow further discussion between the developer and the Town regarding funding of transportation infrastructure, specifically related to the Tangerine Road/I-10 and the Marana Road/I-10 traffic interchanges. On November 15, 2022, the public hearing was continued to January 17, 2023, to allow the developer and Town staff to continue work on a development agreement. At the time of this writing, staff and the developer continue to negotiate the terms of a development agreement and anticipate having a finalized agreement ready for Council approval on January 17. Town staff has added the following condition to the proposed rezoning ordinance:

The Property Owners shall pay to the Town their proportionate financial share up-front for the costs to design, construct, or otherwise improve the circulation to and within the Marana Road/I-10 traffic interchange and the Tangerine Road/I-10 traffic interchange in accordance with the development agreement approved pursuant to Section 1 of this ordinance. The Property Owners' proportionate share will be determined based on the number of Equivalent Dwelling Units in the Rezoning Area and the assumptions in the Streets Facilities Infrastructure

Improvements Plan approved by the Town of Marana Mayor and Council on September 20, 2022. As provided by A.R.S. § 9-463.05, the Property Owners' proportionate financial contribution shall be credited against the applicable impact fees payable for development within the Stonegate Development Project.

Staff Recommendation:

This is a discretionary item for the Town Council to consider. Should the Town Council choose to approve this item, staff recommends the approval be subject to the conditions set forth in the draft ordinance attached.

Suggested Motion:

I move to adopt Ordinance No. 2023.002, approving the Stonegate East Rezoning subject to the recommended conditions and approving and authorizing the Mayor to sign the Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project .

Attachments

Ordinance No. 2023.002
Exhibit A to Ordinance
Exhibit B to Ordinance
PCZ2110-003 SGE Map
PCZ2110-003 SGE App
PCZ2110-003 SGE Site Analysis

MARANA ORDINANCE NO. 2023.002

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 165 ACRES OF LAND LOCATED EAST OF INTERSTATE 10, EAST AND WEST OF ADONIS ROAD, AND APPROXIMATELY 1.2 MILES NORTH OF TANGERINE ROAD FROM ZONE E (TRANSPORTATION CORRIDOR) TO R-4 (RESIDENTIAL), R-5 (RESIDENTIAL) AND MR-1 (MULTI-FAMILY RESIDENTIAL); AND APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT REGARDING STREETS DEVELOPMENT IMPACT FEE CREDITS FOR THE STONEGATE DEVELOPMENT PROJECT

WHEREAS CLB Real Property Holding Company LLC, and Tangerine PBS LLC, (the "Property Owners") own approximately 165 acres of land located east of Interstate 10, east and west of Adonis Road, and approximately 1.2 miles north of Tangerine Road within Section 25 Township 11 South, and Range 11 East, described on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owners have authorized Paradigm Land Design, LLC to submit an application to rezone the Rezoning Area from Zone E (Transportation Corridor) to R-4 (Residential, Single-Family), R-5 (Residential, Single-Family), and MR-1 (Residential, multi-family) ("this Rezoning"); and

WHEREAS the Rezoning Area is also known as "Stonegate East," which together with the property zoned as the Tortolita Shadows Specific Plan by Marana Ordinance No. 2012.05, recorded in the Office of the Pima County Re-corder at Sequence No. 20122160463, and the property zoned as the Rancho Marana East Specific Plan by Marana Ordinance No. 99.13, recorded in the Office of the Pima County Recorder at Docket 11057 Page 1189, comprise the project known as the "Stonegate Development Project;" and

WHEREAS the Marana Town Council adopted Ordinance No. 2012.05 on July 17, 2012 approving the Tortolita Shadows Specific Plan, which includes conditions that directly affect the development of the Rezoning Area and shall remain; and

WHEREAS the Marana Planning Commission held a public hearing to consider this Rezoning on March 30, 2022, and voted unanimously 6-0 to recommend that the Town Council approve this Rezoning subject to the recommended conditions, plus an amended condition, as requested by staff; and

WHEREAS the Marana Mayor and Town Council held a public hearing to consider this Rezoning on October 4, 2022, which public hearing was continued until November 15, 2022; and

WHEREAS the Marana Mayor and Town Council held a public hearing to consider this Rezoning on November 15 2022, which public hearing was continued until January 17, 2023; and

WHEREAS Town staff has negotiated the terms of the Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project to address funding of the Marana Road/I-10 and Tangerine Road/I-10 traffic interchange projects; and

WHEREAS the Marana Town Council finds that Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project, presented to the Town Council at its January 17, 2023 meeting and incorporated within the agenda materials associated with this Council agenda item, is consistent with the Marana General Plan, this Rezoning, and all other applicable Town regulations and policies; and

WHEREAS the Marana Mayor and Town Council held a public hearing to consider this Rezoning on January 17, 2023, and determined that this Rezoning and the Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project should be approved.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Marana, Arizona, as follows:

Section 1. The Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project is hereby approved in the form presented to the Town Council at its January 17, 2023 meeting and incorporated within the agenda materials associated with this Council agenda item, and the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana.

Section 2. The zoning of the Rezoning Area is hereby changed from Zone E (Transportation Corridor) to R-4 (Residential, single-family), R-5 (Residential, single-family), and MR-1 (Residential, multi-family), as depicted on Exhibit "B" attached to and incorporated in this ordinance by this reference.

Section 3. This Rezoning is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Marana Town Code (but which shall not cause a reversion of this Rezoning), and which shall be binding on the Property Owners and their successors in interest (all of whom are collectively included in the term "Property Owners" in the following conditions):

1. Compliance with all applicable provisions of the Town's codes and ordinances current at the time of any subsequent development including, but not limited to,

requirements for public improvements and payment of application fees and applicable development impact fees.

2. Any preliminary plat or development plan for any portion of the Rezoning Area shall be in general conformance with the Preliminary Development Plan presented to and approved by the Town Council as part of this Rezoning.
3. A master drainage study must be submitted by the Property Owners and accepted by the Town Engineer prior to Town approval of a preliminary plat or development plan for any portion of the Rezoning Area.
4. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by Marana Water (the "water utility") prior to approval of a preliminary plat or development plan for any portion of the Rezoning Area. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development. The WIP shall include all information required by the water provider, such as (but not limited to) analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure needed to serve the proposed development. If the water provider requires a water service agreement as a condition of service to the proposed development, the Property Owners must enter into a water service agreement with the water provider consistent with the accepted WIP.
5. A master sewer plan must be submitted by the Property Owners and accepted by Marana Water (the "wastewater utility") prior to the approval of any final plat or development plan for the Rezoning Area. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required by the wastewater utility. If the wastewater utility requires a sewer service agreement as a condition of service to the proposed development, the Property Owners must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.
6. The Property Owners must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a preliminary plat or development plan for any portion of the Rezoning Area.
7. The final design of all streets and circulation facilities, including gated access (if applicable) must be accepted by the Northwest Fire District prior to Town Council consideration of a final plat for any portion of the Rezoning Area.
8. The maximum number of residential lots within the Rezoning Area shall not exceed 777.
9. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owners from

responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The Property Owners should retain appropriate experts and consult appropriate federal and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.

10. The Property Owners shall transfer to the water provider, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II for providing designation of assured water supply and water service to the Rezoning Area. If Type I or Type II is needed on the Rezoning Area, the water provider and the Property Owners shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Rezoning Area.

11. Prior to the issuance of any grading permits, the Property Owners shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.

12. The Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.

13. Final approval of a Traffic Impact Analysis must be issued by the Traffic Engineering Division prior to the approval of any final subdivision plat within the Rezoning Area.

14. The Property Owners shall be responsible for design and construction of traffic signals at any loop road intersection with Adonis Road within the Rezoning Area, when found warranted by traffic studies, and consistent with Town of Marana Ordinance No. 2012.05.

15. The Property Owners shall be required to build Adonis Road to a four-lane divided roadway within the Stonegate Master Plan development. Based on traffic analyses, the Property Owners will also be required to expand Adonis Road to a four-lane divided roadway south to Mandarina Boulevard in accordance with review performed by the Town's Traffic Engineering Division.

16. The Property Owners shall pay to the Town their proportionate financial share up-front for the costs to design, construct, or otherwise improve the circulation to and within the Marana Road/I-10 traffic interchange and the Tangerine Road/I-10 traffic interchange in accordance with the development agreement approved pursuant to Section 1 of this ordinance. The Property Owners' proportionate share will be determined based on the number of Equivalent Dwelling Units in the Rezoning Area and the assumptions in the Streets Facilities Infrastructure Improvements Plan approved by the Town of Marana Mayor and Council on September 20, 2022. As provided by A.R.S. § 9-463.05, the Property Owners' proportionate financial contribution shall be credited against the applicable impact fees payable for development within the Stonegate Development Project.

Section 4. All ordinances, resolutions and motions and parts of ordinances, resolutions, and motions of the Marana Town Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of January, 2023.

_____

Mayor Ed Honea

ATTEST:

_____

David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____

Jane Fairall, Town Attorney

EXHIBIT A to Marana Ordinance No. 2023.002

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1: (APN: 217-33-001F and 217-33-001E)

The East half of Section 25, Township 11 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT the West half of the Southeast quarter;

FURTHER EXCEPT that portion described in Judgment recorded in Docket 7780, Page 3 described as follows:

BEGINNING at the Southeast corner of said Section 25;

THENCE, along the South boundary of said Section 25, South 89 degrees 31 minutes 37 seconds West, a distance of 163.21 feet to a point that bears North 89 degrees 31 minutes 37 seconds East 2482.79 feet from the South quarter corner of said Section 25;

THENCE, leaving said South boundary North 30 degrees 26 minutes 46 seconds West, a distance of 223.94 feet;

THENCE, North 59 degrees 33 minutes 14 seconds East, a distance of 99.99 feet;

THENCE, North 30 degrees 26 minutes 46 seconds West, a distance of 2270.45 feet to a point in the West boundary of the East half of the Southeast quarter of said Section 25;

THENCE, along said West boundary North 00 degrees 28 minutes 01 seconds West, a distance of 427.75 feet to the Northwest corner of said East half of the Southeast quarter;

THENCE, along the North boundary of the South half of said Section 25, South 89 degrees 32 minutes 12 seconds West, a distance of 246.76 feet;

THENCE, leaving said North boundary North 30 degrees 26 minutes 46 seconds West, a distance of 1266.83 feet;

THENCE, South 59 degrees 33 minutes 14 seconds West, a distance of 99.99 feet;

THENCE, North 34 degrees 49 minutes 22 seconds West, a distance of 406.64 feet;

THENCE, North 50 degrees 48 minutes 00 seconds East, a distance of 99.99 feet;

THENCE, North 39 degrees 12 minutes 00 seconds West, a distance of 326.34 feet to a point in the West boundary of said East half of Section 25;

THENCE, along said West boundary North 00 degrees 27 minutes 16 seconds West, a distance of 938.98 feet to the North quarter corner of said Section 25;

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AMERICAN LAND TITLE ASSOCIATION

EXHIBIT A
(Continued)

THENCE, along the North boundary of said Section 25 North 89 degrees 33 minutes 18 seconds East, a distance of 913.24 feet to a point that bears South 89 degrees 33 minutes 18 seconds West 1730.47 feet from the Northeast corner of said Section 25;

THENCE, leaving said North boundary South 39 degrees 12 minutes 00 seconds East, a distance of 798.10 feet;

THENCE, South 30 degrees 26 minutes 46 seconds East, a distance of 2464.96 feet to a point in the East boundary of said Section 25 that bears South 00 degrees 28 minutes 45 seconds East 2757.07 feet from the Northeast corner of said Section 25;

THENCE, along said East boundary South 00 degrees 28 minutes 45 seconds East, a distance of 2519.46 feet to the point of BEGINNING.

FURTHER EXCEPT that portion lying Northeasterly of the Northeasterly line of that portion described in Judgment recorded in Docket 7780, Page 3 described as follows:

BEGINNING at the Southeast corner of said Section 25;

THENCE, along the South boundary of said Section 25, South 89 degrees 31 minutes 37 seconds West, a distance of 163.21 feet to a point that bears North 89 degrees 31 minutes 37 seconds East 2482.79 feet from the South quarter corner of said Section 25;

THENCE, leaving said South boundary North 30 degrees 26 minutes 46 seconds West, a distance of 223.94 feet;

THENCE, North 59 degrees 33 minutes 14 seconds East, a distance of 99.99 feet;

THENCE, North 30 degrees 26 minutes 46 seconds West, a distance of 2270.45 feet to a point in the West boundary of the East half of the Southeast quarter of said Section 25;

THENCE, along said West boundary North 00 degrees 28 minutes 01 seconds West, a distance of 427.75 feet to the Northwest corner of said East half of the Southeast quarter;

THENCE, along the North boundary of the South half of said Section 25, South 89 degrees 32 minutes 12 seconds West, a distance of 246.76 feet;

THENCE, leaving said North boundary North 30 degrees 26 minutes 46 seconds West, a distance of 1266.83 feet;

THENCE, South 59 degrees 33 minutes 14 seconds West, a distance of 99.99 feet;

THENCE, North 34 degrees 49 minutes 22 seconds West, a distance of 406.64 feet;

THENCE, North 50 degrees 48 minutes 00 seconds East, a distance of 99.99 feet;

THENCE, North 39 degrees 12 minutes 00 seconds West, a distance of 326.34 feet to a point in the West boundary of said East half of Section 25;

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EXHIBIT A
(Continued)

THENCE, along said West boundary North 00 degrees 27 minutes 16 seconds West, a distance of 938.98 feet to the North quarter corner of said Section 25;
THENCE, along the North boundary of said Section 25 North 89 degrees 33 minutes 18 seconds East, a distance of 913.24 feet to a point that bears South 89 degrees 33 minutes 18 seconds West 1730.47 feet from the Northeast corner of said Section 25;

THENCE, leaving said North boundary South 39 degrees 12 minutes 00 seconds East, a distance of 798.10 feet;

THENCE, South 30 degrees 26 minutes 46 seconds East, a distance of 2464.96 feet to a point in the East boundary of said Section 25 that bears South 00 degrees 28 minutes 45 seconds East 2757.07 feet from the Northeast corner of said Section 25;

THENCE, along said East boundary South 00 degrees 28 minutes 45 seconds East, a distance of 2519.46 feet to the point of BEGINNING.

(Parcel No. 2 and Parcel No. 3 below comprise APN: 217-33-002Q, 217-33-002N, 217-33-002R, 217-33-002P and 217-33-002K)

Parcel No. 2:

The Northwest quarter of Section 25, Township 11 South, Range 11 East of the Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT any portion of the West half of said Section 25, conveyed in Docket 7659, Page 5, being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 25;

Thence along the North boundary of said Section 25, North 89 degrees 33 minutes 18 seconds East recorded (North 89 degrees 45 minutes 44 seconds West, measured), a distance of 1890.12 feet recorded (1889.77 feet, measured) to the TRUE POINT OF BEGINNING;

Thence continuing along said North boundary, North 89 degrees 33 minutes 18 seconds East recorded (North 89 degrees 45 minutes 44 seconds West, measured), a distance of 753.59 to the Northeast corner of said West half of Section 25;

Thence along the East boundary of said West half, South 00 degrees 27 minutes 16 seconds East recorded (South 00 degrees 12 minutes 48 seconds East, measured), a distance of 938.98 feet to the point that bears North 00 degrees 27 minutes 16 seconds West recorded (North 00 degrees 12 minutes 48 seconds West, measured), 4338.86 feet distant from the South quarter corner of said Section 25;

Thence leaving said East boundary, North 39 degrees 12 minutes 00 seconds West recorded (North 38 degrees 31 minutes 35 seconds West, measured), a distance of 1204.08 feet recorded (1204.24 feet measured) to the TRUE POINT OF BEGINNING; AND

FURTHER EXCEPT that portion conveyed in Docket 9675, Page 1348 described as follows:

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EXHIBIT A
(Continued)

That portion of the West half of Section 25, Township 11 South, Range 11 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, further described as follows:

COMMENCING at the Northwest corner of said Section 25;

Thence South 00 degrees 02 minutes 54 seconds East, along the West line of said Section 25, a distance of 1980.22 feet to the TRUE POINT OF BEGINNING;

Thence North 89 degrees 55 minutes 01 seconds East, 1624.60 feet;

Thence along a curve to the right, being concave to the West, having a radius of 1280.73 feet, a central angle of 29 degrees 58 minutes 59 seconds and arc length of 670.21 feet;

Thence South 10 degrees 00 minutes 00 seconds West, 604.97 feet;

Thence North 80 degrees 00 minutes 00 seconds West, 1453.52 feet to a point of curve:

Thence on a curve to the left, concave to the South, having a radius of 1250.00 feet, a central angle of 6 degrees 41 minutes 34 seconds, an arc length of 146.01 feet to the West Section line of said Section 25;

Thence North 00 degrees 02 minutes 40 seconds West, along the Section line, 324.03 feet to the West quarter corner thereof;

Thence North 00 degrees 02 minutes 54 seconds West, along said Section line, 660.16 feet to the TRUE POINT OF
BEGINNING; AND

FURTHER EXCEPT that portion described as Parcel 3 Docket 8874, Page 1453, described as follows::

That portion of the West half of Section 25, Township 11 South, Range 11 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

BEGINNING at the Northwest comer of said Section 25;

Thence North 89 degrees 56 minutes 32 seconds East along the North line of said Section 25, a distance of 1652.23 feet to the TRUE POINT OF BEGINNING;

Thence North 89 degrees 56 minutes 32 seconds East, a distance of 237.65 feet to a point on the Westerly right of way line of the Central Arizona Project:

Thence South 38 degrees 50 minutes 13 seconds East along said right of way line, a distance of 1203.99 feet to a point on the North and South mid-section line of said Section 25:

Thence South 00 degrees 04 minutes 54 seconds East, along said North and South mid-section line of said Section 25, a distance of 1700.41 feet to the center of said Section 25:

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EXHIBIT A
(Continued)

Thence South 00 degrees 04 minutes 54 seconds East, along said North and South mid-section line of said Section 25, a distance of 785.77 feet to a point;

Thence North 80 degrees 00 minutes 00 seconds West, a distance of 1086.07 feet to a point;

Thence North 10 degrees 00 minutes 00 seconds East, a distance of 604.97 feet to the point of curvature of a 1280.73 foot radius curve concave to the Southwest;

Thence Northerly along said curve through a central angle of 59 degrees 15 minutes 14 seconds, a distance of 1324.50 feet to a point having a radial bearing of South 40 degrees 44 minutes 46 seconds West;

Thence North 26 degrees 37 minutes 26 seconds East, a distance of 880.17 feet to a point;

Thence North 00 degrees 04 minutes 09 seconds West, a distance of 659.86 feet to a point on the North line of said Section 25 and the TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM that portion conveyed to the Town of Marana, an Arizona municipal corporation by Special Warranty Deed recorded July 2, 2018 at Recording No. 20181830679.

Parcel No. 3:

That portion of the West Half of Section 25, Township 11 South, Range 11 East of the Gila and Salt River Base and Meridian, Pima County. Arizona, further described as follows:

COMMENCING at the Northwest comer of said Section 25;

Thence North 89 degrees 56 minutes 32 seconds East, along the North Section line, a distance of 1652.23 feet to the TRUE POINT OF BEGINNING:

Thence continuing North 89 degrees 56 minutes 32 seconds East, 237.65 feet:

Thence South 38 degrees 50 minutes 13 seconds East, 1203.99 feet to a point on the center Section line;

Thence South 00 degrees 04 minutes 54 seconds East, along said center Section line, a distance of 1040.26 feet;

Thence South 89 degrees 55 minutes 01 seconds West, 1020.12 feet;

Thence along a curve to the left, concave to the Southwest, having a radius of 1280.73 feet, a central angle of 29 degrees 16 minutes 15 seconds, an arc length of 654.29 feet;

Thence North 26 degrees 37 minutes 26 seconds East, a distance of 880.17 feet;

Thence North 00 degrees 04 minutes 09 seconds West, 659.86 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed to the Town of Marana, an Arizona municipal corporation by Special Warranty Deed recorded July 2, 2018 at Recording No. 20181830679.

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EXHIBIT A
(Continued)

APN: **217-33-002L, 217-33-002K, 217-33-002C, 217-33-001E/217-33-001F**

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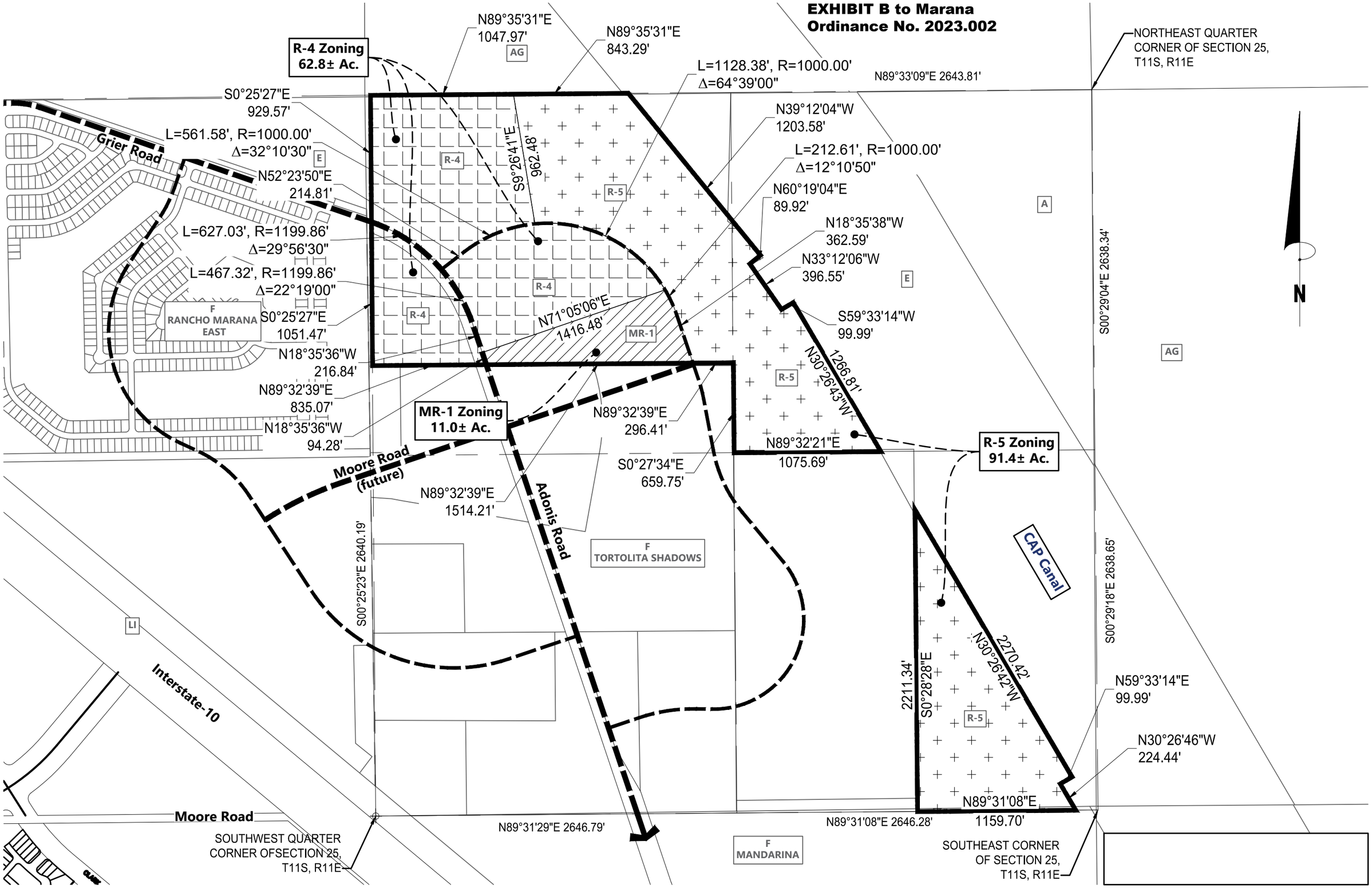
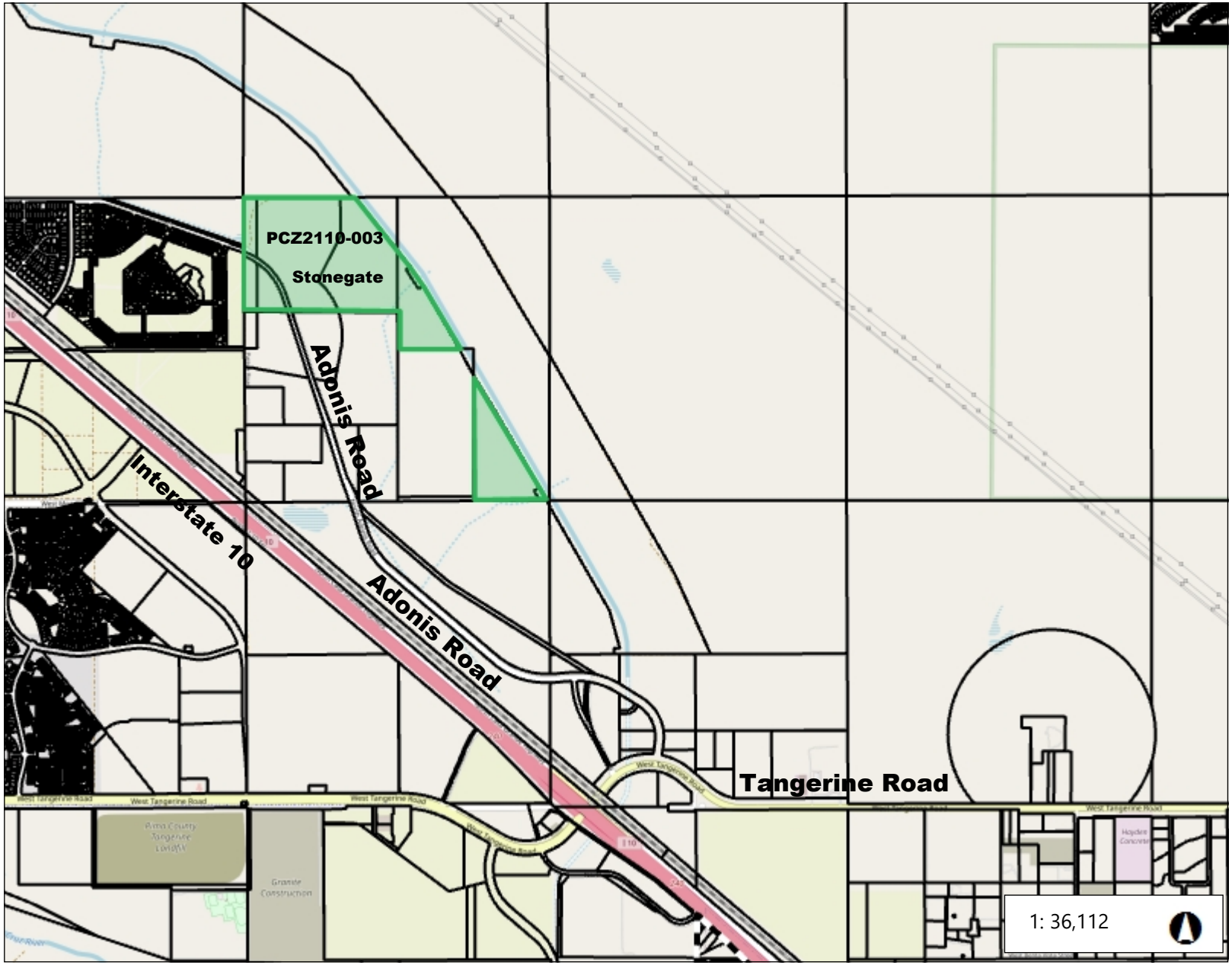


EXHIBIT B to Marana
Ordinance No. 2023.002
R-4 Zoning
62.8± Ac.
N89°35'31"E
1047.97'
N89°35'31"E
843.29'
L=1128.38', R=1000.00'
Δ=64°39'00"
N89°33'09"E 2643.81'
NORTHEAST QUARTER
CORNER OF SECTION 25,
T11S, R11E
S0°25'27"E
929.57'
L=561.58', R=1000.00'
Δ=32°10'30"
Grier Road
N52°23'50"E
214.81'
L=627.03', R=1199.86'
Δ=29°56'30"
L=467.32', R=1199.86'
Δ=22°19'00"
S0°25'27"E
1051.47'
N18°35'36"W
216.84'
N89°32'39"E
835.07'
N18°35'36"W
94.28'
RANCHO MARANA
EAST
S9°26'41"E
962.48'
N39°12'04"W
1203.58'
L=212.61', R=1000.00'
Δ=12°10'50"
N60°19'04"E
89.92'
N18°35'38"W
362.59'
N33°12'06"W
396.55'
S59°33'14"W
99.99'
N71°05'06"E
1416.48'
N30°26'43"W
1266.81'
MR-1 Zoning
11.0± Ac.
N89°32'39"E
296.41'
N89°32'21"E
1075.69'
R-5 Zoning
91.4± Ac.
S0°27'34"E
659.75'
Moore Road
(future)
N89°32'39"E
1514.21'
Adonis Road
TORTOLITA SHADOWS
S00°25'23"E 2640.19'
S00°29'04"E 2638.34'
CAP Canal
S00°29'18"E 2638.65'
N30°26'42"W
2270.42'
2211.34'
S0°28'28"E
N59°33'14"E
99.99'
N30°26'46"W
224.44'
N89°31'08"E
1159.70'
Interstate-10
Moore Road
N89°31'29"E 2646.79'
N89°31'08"E 2646.28'
MANDARINA
SOUTHWEST QUARTER
CORNER OFSECTION 25,
T11S, R11E
SOUTHEAST CORNER
OF SECTION 25,
T11S, R11E
N

Town of Marana Planning

PCZ2110-003 Stonegate East Rezoning



Legend

- Marana Town Limits
- Parcel Labels
- Parcels (Black)

Notes

1.1 0 0.57 1.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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Development Services / maranaplanning@maranaAZ.gov
11555 West Civic Center Drive / Marana, AZ 85653
Ph (520) 382-2600 / Fax (520) 382-2641 / maranaAZ.gov

PROJECT APPLICATION

APPLICATION TYPE

❑ Annexation	❑ Development Plan	❑ Development Plan Package	❑ General Plan Amendment
☒ Rezone	❑ Minor Land Division	❑ Significant Land Use Change	❑ Conditional Use Permit
❑ Specific Plan	❑ Landscape Plan	❑ Native Plant Plan/Exception	❑ SWPP
❑ Variance	❑ Hydraulic Model	❑ Sewer Capacity Assurance	❑ Sign Program
❑ Plat	❑ Improvement Plan	❑ Report (Type): _____	❑ Other: _____

PROJECT INFORMATION

Project Name: Tortolita Valley East	
Description of Project: Rezoning	Number of Lots: 777
Parcel No.(s): Please see attached list	Gross Area (Acres): 165
Project Address: Please see attached list	
Ref. Project No.:	

CONTACT INFORMATION

Owner: CLB Real Property Holding Company LLC	Contact Name: Carson Brown		
Address: 1121 W Warner Rd #109	City: Tempe	State: AZ	Zip: 85284
Email: Carson@WHoldings.com	Phone No.: (480) 831-2000		
Applicant: Same	Contact Name:		
Address:	City:	State:	Zip:
Email:	Phone No.:		
Consultant/Engineer: Paradigm Land Design LLC	Contact Name: Paul Oland		
Address: 7090 N Oracle Rd #178-193	City: Tucson	State: AZ	Zip: 85704
Email: GPO@ParadigmLand.US	Phone No.: (520) 664-4304		

OWNER/APPLICANT AUTHORIZATION

I hereby certify that the information set forth in this application are true and correct to the best of my knowledge and that I am either the owner of the property or that I have been authorized in writing by the owner to file this application. (If applicant is not the owner, attach written authorization from the owner.)

Paul Oland	Paul Oland Digitally signed by Paul Oland Date: 2021.10.15 16:20:55 -07'00'	10/15/2021
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

STONEGATE EAST
REZONING SITE ANALYSIS

(PCZ2110-003)

PREPARED BY:

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WILDER Landscape Architects

MARCH 2022

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I. INTRODUCTION

A. PROJECT OVERVIEW

The Property subject to this rezoning request (the "Property") is proposed to be developed residentially as part of an assemblage of properties including the existing Tortolita Shadows Specific Plan and Rancho Marana Specific Plan, both of which are adjacent to the Property and both of which allow more intense land uses in areas closer to Interstate-10. The Property is 165 acres and is proposed to house up to 777 units and have an overall density of up to 4.7 homes per acre. In this document the overall assemblage is referred to as the Stonegate Master Plan, and totals approximately 685 acres. The Make Marana 2040 General Plan's "Traditional Neighborhood" designation is appropriate for the Property, as proposed. The Property has been subject to grazing and/or farming for many years and is surrounded by undeveloped parcels.

This document has been prepared in support of a request to rezone the Property from "E Transportation Corridor" to "MR-1 Multi-Family Residential," "R-4 Residential," and "R-5 Residential" in order to allow the development as proposed.

B. PRIMARY OBJECTIVES

- Provide much needed high-quality, energy efficient, single-family detached homes for new residents wishing to live in the Town of Marana. Homebuyers continue to exhibit very strong demand for new homes in this northwest part of the greater Tucson metropolitan area.

- Provide a variety of residential options to accommodate moderate-income families.

- Construct a residential community that is compatible with both existing and future surrounding land uses.

- Provide additional recreational opportunities in this part of Marana.

- By assembling the Stonegate Master Plan, the developers are building on the previous master planning and zoning of the Tortolita Shadows Specific Plan and Rancho Marana East Specific Plan to include what would otherwise be piecemeal development parcels between those two specific plans and the CAP canal.

C. MARANA STRATEGIC PLAN COMPLIANCE

The Town of Marana Strategic Plan calls for new developments and neighborhoods to create areas with meaningful open space, trail connectivity, and active recreation areas. This Property within the Stonegate Master Plan will fulfill all these requirements by providing recreation areas and trail connections in accordance with the Town's recreational design standards.

II. INVENTORY & ANALYSIS

The purpose of the Inventory & Analysis section of this document is to catalog the various developmental opportunities and constraints impacting the property in order to provide a meaningful and relevant context for the development proposal detailed in Section III of this document. Through careful consideration of these existing conditions a design can be deemed compatible with its surroundings and appropriate for the area.

A. EXISTING LAND USES

1. Site Location

The Property, which is comprised of two separate areas, is located between the western edge of the CAP canal and the Tortolita Shadows Specific Plan and Rancho Marana East Specific Plan, approximately one-half mile east of Interstate-10 between the alignments of Moore Road and Grier Road within Section 25, Township 11, Range 11 East, Town of Marana, Arizona. The Property lies along to the north and east of the Tortolita Shadows Specific Plan and totals approximately 165 acres and includes Assessor Parcels 217-33-001E, 217-33-001F, 217-33-002K, 217-33-002N, 217-33-002P, 217-33-002Q & 217-33-002R. See Exhibit II-A-1: Site Location Map.

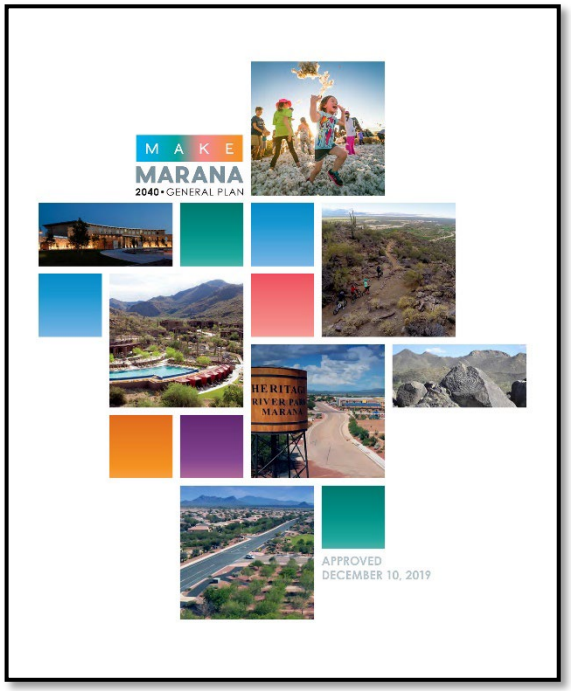
The Project's administrative address is 13106 N. Patton Rd., Marana, AZ 85658.

2. Existing Land Uses, Onsite Zoning & General Plan

The Property is currently undeveloped and vacant. See Exhibit II-A-2: Existing Land Uses.

The Property is currently zoned E (Transportation Corridor). See Exhibit II-A-4: Existing Zoning.

The Make Marana 2040 General Plan designates the Property as Traditional Neighborhood within the "Central Growth Area". As stated in the General Plan, this Central Growth Area is projected to become the main "Downtown" area for the Town of Marana. With lots of space for growth, this area is envisioned to include event and gathering spaces, shops, entertainment destinations, and employment opportunities. New residential developments such as the Tortolita Shadows Master Plan will help support robust commercial activity throughout Downtown. The Master Plan, including the Property, will provide a variety of housing types and price ranges to promote growth near Downtown Marana. See Exhibit II-A-3: Existing General Plan Land Uses.



3. Existing Adjacent Zoning and Land Uses within ¼-Mile of the Property

a. Surrounding Zoning & Land Uses

The Property is surrounded by properties featuring the following zoning designations and land uses. See Exhibit II-A-2: Existing Land Uses and Exhibit II-A-4: Existing Zoning.

N:	Existing zoning:	A-Small Lot Zone & AG Agricultural
	Existing land use:	CAP Canal & Arizona State Land
NE:	Existing zoning:	A-Small Lot Zone & AG Agricultural
	Existing land use:	CAP Canal & Arizona State Land
E:	Existing zoning:	AG Agricultural
	Existing land use:	CAP Canal & Arizona State Land
SE:	Existing zoning:	AG Agricultural & Specific Plan
	Existing land use:	CAP Canal & Undeveloped
S:	Existing zoning:	Specific Plan
	Existing land use:	Interstate 10 Frontage Road & Undeveloped
SW:	Existing zoning:	Specific Plan
	Existing land use:	Interstate 10 Frontage Road & Artco
W:	Existing zoning:	Specific Plan
	Existing land use:	Artco
NW:	Existing zoning:	AG Agricultural
	Existing land use:	Arizona State Land

b. Surrounding Building Heights

There are no structures nearby the Property.

c. Nearby Pending Rezonings

There are no pending rezonings within one-quarter mile.

d. Nearby Approved Rezonings

The Rancho Marana East Specific Plan is immediately adjacent to the Property's western boundary. The Property is along the Tortolita Shadows Specific Plan's northern and eastern boundaries. Both specific plans are part of the Stonegate Master Plan. The Mandarina Specific Plan is immediately south of the Property.

A Conditional Use Permit (CUP2110-001) was recently approved in the southwest corner of the Stonegate Master Plan to permit single-family homes within 1,000 feet of the Union Pacific Railroad.

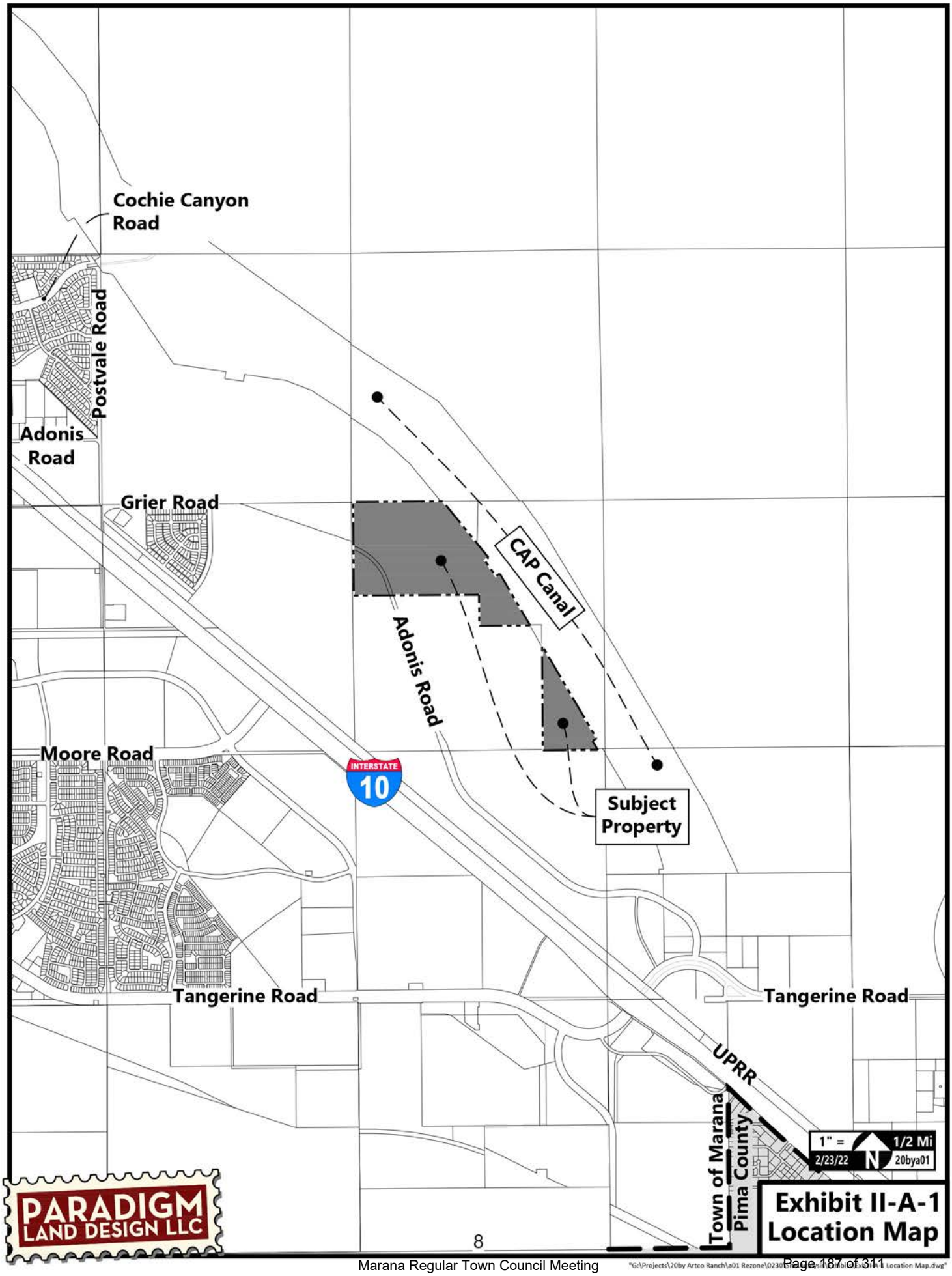
e. Nearby Approved Subdivisions & Development Plans

The Adonis Mobile Home Park is a little more than a half-mile west of the Property. A portion of the Rancho Marana East Specific Plan was platted in 1999 as La Mirage Estates, but that plat is planned to be abandoned as part of the development of the overall Stonegate Master Plan.

f. Architectural Styles used in Adjacent Properties

Adjacent properties are not developed. The nearest development is the Adonis Mobile Home Park, which is approximately one-half mile west of the Property. Architectural styles in that development are typical of prefabricated homes.

The Adonis Mobile Home Park


Cochie Canyon Road
Postvale Road
Adonis Road
Grier Road
CAP Canal
Adonis Road
Moore Road
INTERSTATE 10
Subject Property
Tangerine Road
Tangerine Road
UPRR
Town of Marana
Pima County
1" = 1/2 Mi
2/23/22
N
20bya01
PARADIGM LAND DESIGN LLC
Exhibit II-A-1
Location Map

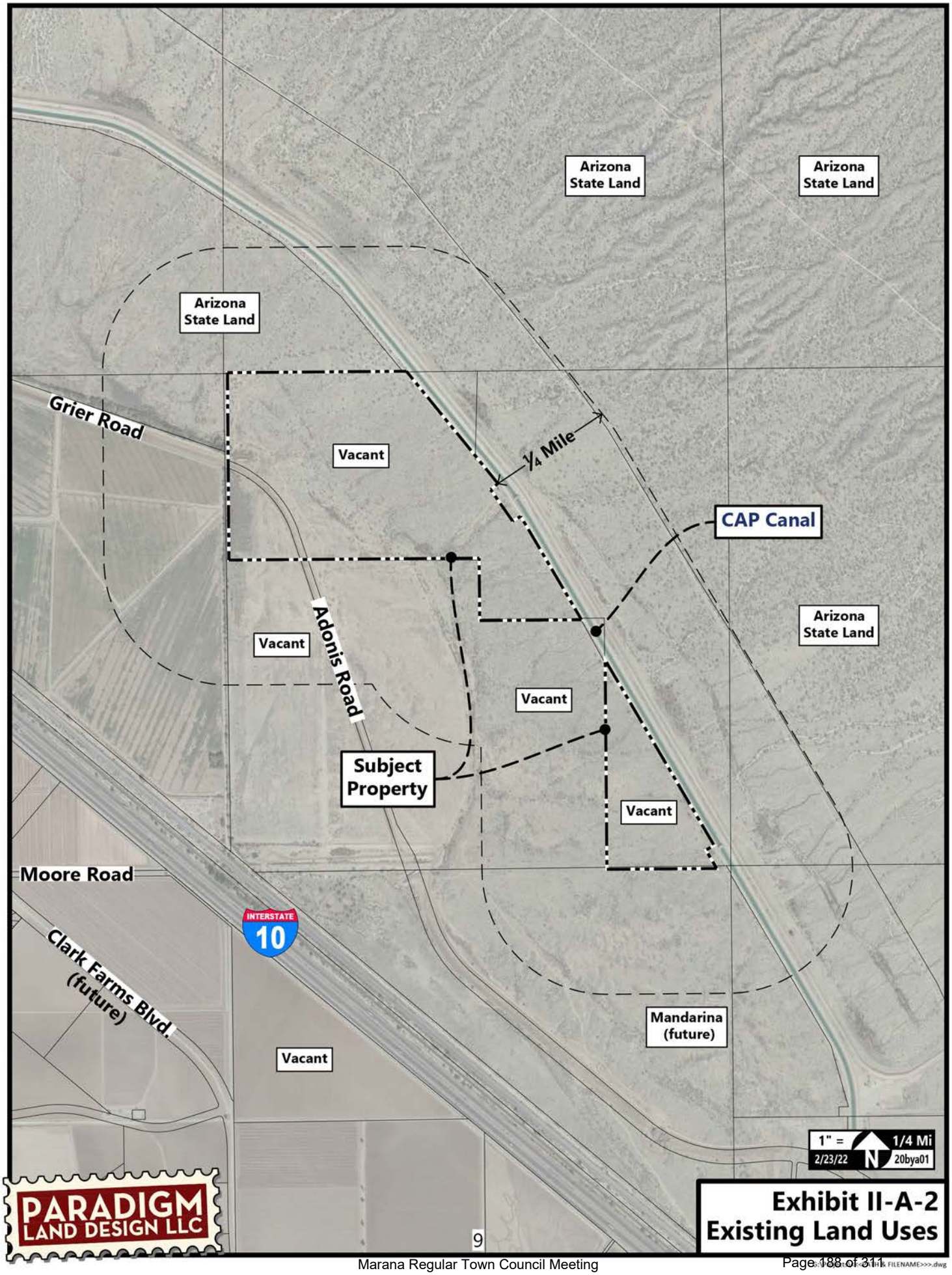
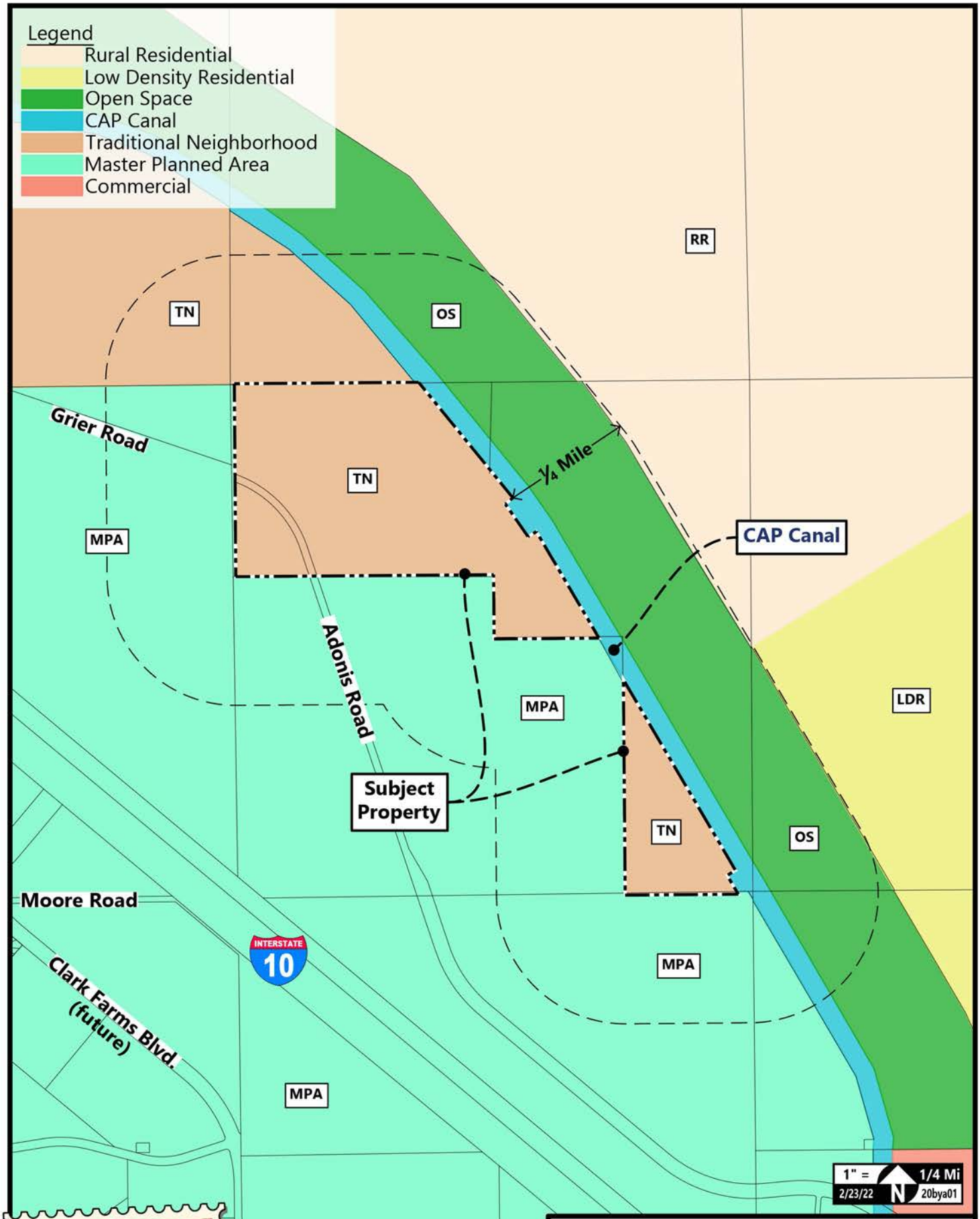


Exhibit II-A-2
Existing Land Uses



PARADIGM LAND DESIGN LLC

Exhibit II-A-3
Existing General Plan Land Uses

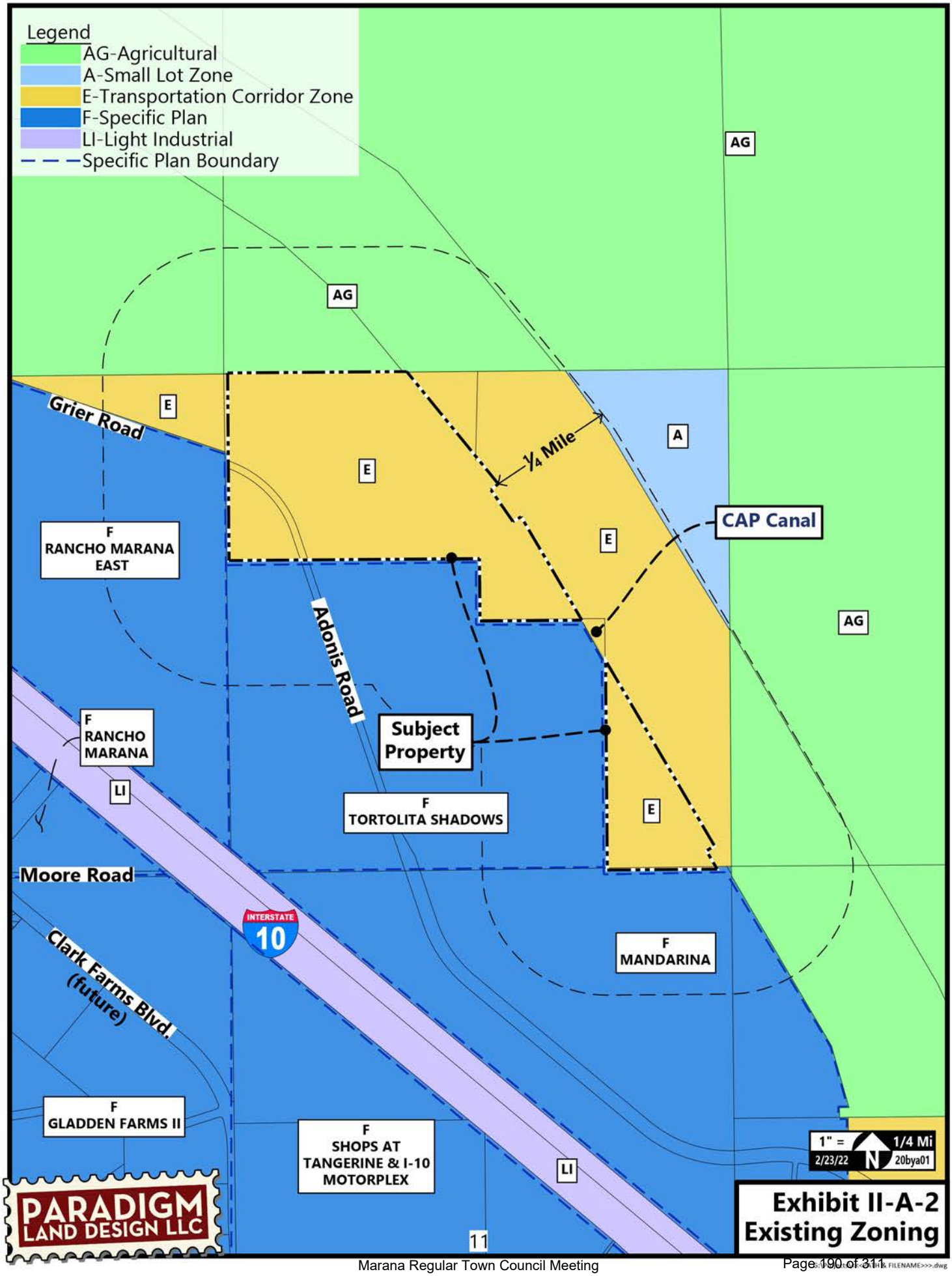


Exhibit II-A-2
Existing Zoning

B. TOPOGRAPHY AND SLOPE

1. Topographic Characteristics

The topography of the Property is characterized by relatively flat terrain. The property generally slopes gently downward from northeast to southwest. Elevations range from approximately 2,046 feet above sea level at the northeast corner to approximately 2,010 feet above sea level at the southwest corner of the property. The Property does not contain any hillside conservation areas, rock outcrops, slopes of 15% or greater, or other significant topographic features. See Exhibit II-B-1: Topography.

2. Pre-Development Slope

a. Average Cross-Slope

The pre-development average cross-slope of the Property is approximately 1.8%, according to the following formula:

C = Contour Interval
L = Length of Topographic Contours
A = Acreage of Property

(C x L x 0.0023) / A = Average Cross Slope
(1' x 126,180' x 0.0023) / 165.2 = 1.8%

b. Average Overall Slope

The pre-development average overall slope is 1.3% from the northeast corner to the southwest corner of the project boundary.

A Relatively Flat Site

Note

- There are no regulated rock outcrops, or hillside / conservation areas onsite.
- Average cross slope = ~1.8%

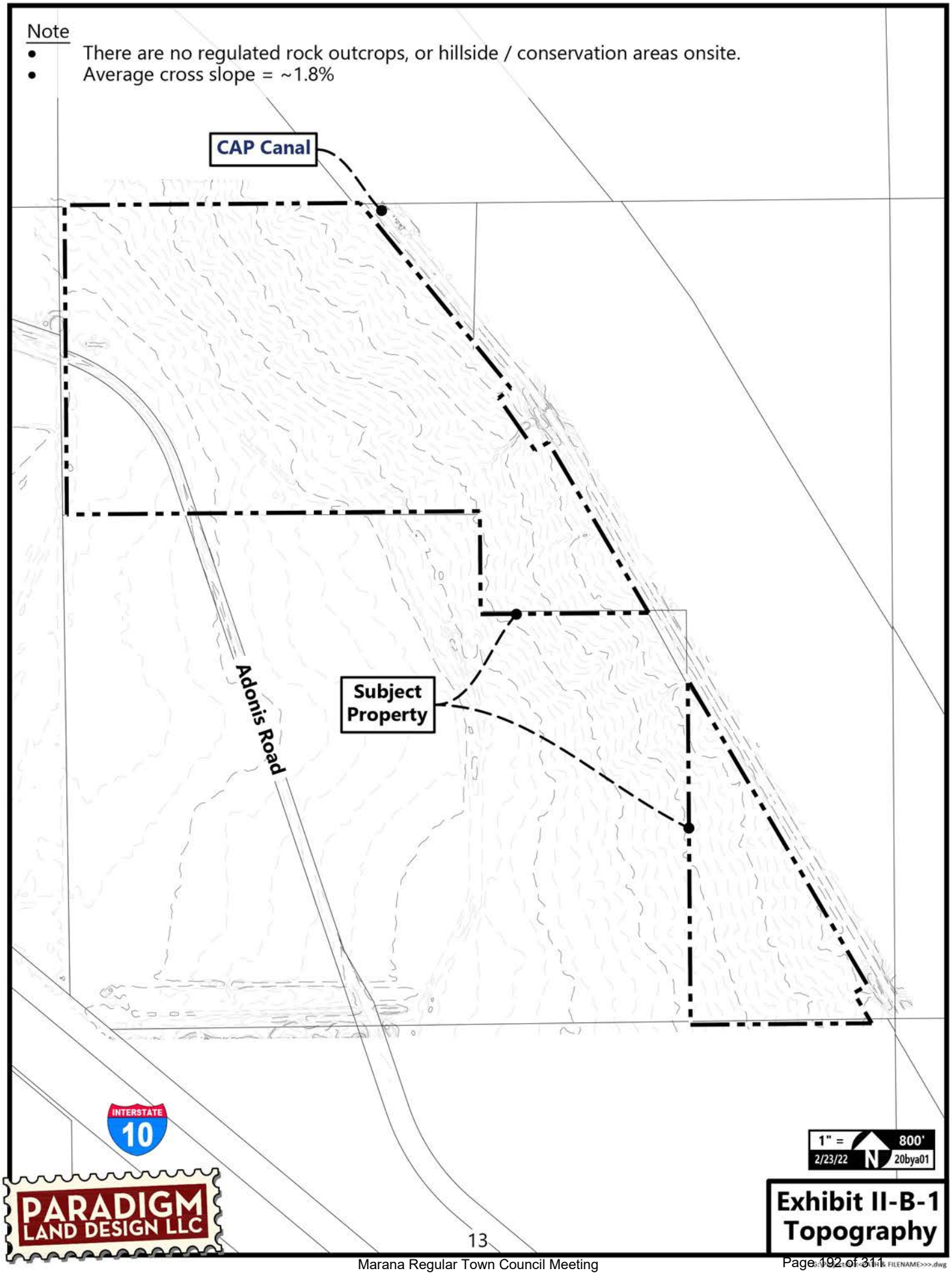


Exhibit II-B-1
Topography

C. HYDROLOGY

This section of the site analysis was prepared by Bowman Engineering and describes pre-development onsite hydrologic and hydraulic characteristics relative to the overall Stonegate Master Plan because the rezoning property is integrally connected to the overall drainage design.

1. Offsite Features Affecting Site

There are several drainage features impacting the site drainage conditions. Upstream of the site, there are two drainage crossings of the CAP channel that will discharge at the site boundary. Downstream of the site there are three drainage crossings of the existing Union Pacific Railroad that will divert flow away from the site. Please see Exhibit II-C-1: Onsite Hydrology.

2. Acreage of Upstream Offsite Watersheds

The offsite watershed contributing area impacting this property on the northerly property limits is approximately 31,000± acres (48± sq. mi.). The offsite watershed is characterized by shallow undeveloped areas, with sparse vegetation draining southwesterly from the Tortolita Mountains before being rerouted southeasterly by the CAP Canal and away from the site. However, a portion of the offsite runoff enters the site at Concentration Points I, II & III. Please see Exhibit II-C-1: Onsite Hydrology.

The remainder of the watershed runoff is conveyed southeasterly to Tangerine Road where it is routed west onto the I-10 and UPRR facilities. The flow is routed northwesterly from Tangerine Road along the UPRR facilities before entering the site's southwestern corner, adjacent to the future Mandarina development and associated improvements (Concentration Point IV).

A recent study (Existing Conditions Two-Dimensional Hydraulic Modeling Study Report; CMG Drainage Engineering Inc 2020) for the Town of Marana Northwest Area Drainage Master Plan areas East of the Santa Cruz River calculated the design flows for the upstream watershed and associated concentration points, including the following adjacent to the site:

Concentration Point	Q100 (CFS)
I	319
II	490
III	737
IV	3,207

This flow is routed across the property, northwesterly along the east side of the adjacent UPRR berm. There are three drainageway crossings that divert some of the flow west and across the I-10 and UPRR rights-of-way (Please see Exhibit II-C-1: Onsite Hydrology, Concentration Point V, VI, VII). The flow exits the site at Concentration Point VIII.

A Floodplain Permit obtained by the Union Pacific RR (Olson 2008) provides the design flows for the diversion flows exiting the site. The diversion concentration points and associated design flows are depicted on Exhibit II-C-1: Onsite Hydrology and summarized as follows:

Concentration Point	Q100 (CFS)
V	75
VI	916
VII	1,695
VIII	2,074

3. Onsite Hydrology Characteristics

The previously mentioned study provided the existing drainage conditions for the site as follows:

a. 100-Year Floodplains with Discharges ≥ 50 CFS with flow depths greater than 0.2'

There are a total of eight floodplain cross-sections provided by the study Flo-2d model within or adjacent to the project site. These floodplain cross-sections provided the associated design flows that are depicted on Exhibit II-C-1: Onsite Hydrology.

b. Areas of Sheet Flooding and Average Depths

Historically, the site and offsite areas have been characterized as sheet flooding areas with depths ranging from 1 to 3 feet (Refer to FEMA FIRM Panels 1014C 1030L & 1035L) depicted on Exhibit II-C-2: FEMA Floodplain. However, The CAP channel concentrates the sheet flooding areas (Within Watershed I) before entering onto the site. Currently the site is impacted by concentrated flows at the drainageway crossings over the CAP channel. The flows then disperse onto narrow sheet flooding areas with a 1-foot depth.

Similarly, the Railroad improvements have concentrated the flow (Within Watershed II) along its easterly berm and conveyed the runoff northwesterly entering the site at the southwesterly corner and exiting the site at the northwesterly corner.

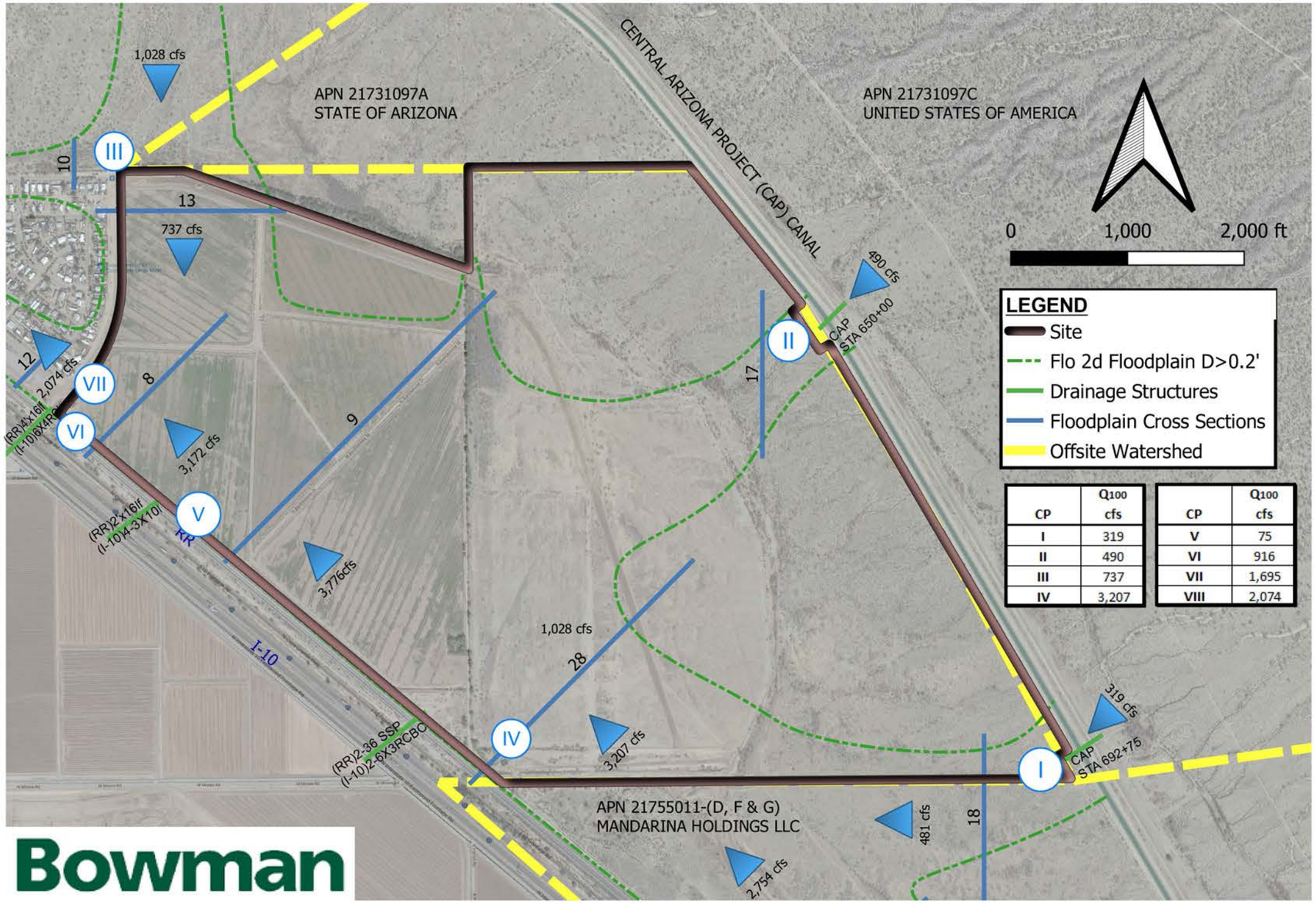
c. Federally mapped floodways and floodplains

The FEMA Flood Insurance Rate Map Panel 04019C1035L shows most of the Property to be in Zone X which indicates "areas determined to be outside the 0.2% annual chance floodplain". Two small portions of the Property align with existing overshoots crossing the CAP canal, which allow some stormwater to enter the Property. Those areas are designated by FEMA as Zone AO-1 which indicates areas of 1% annual chance flooding with an average depth of 1 foot (usually sheet flow on sloping terrain). Please see Exhibit II-C-2: FEMA Floodplain.

4. Existing Drainage Conditions along the Downstream Property Boundary

There is a (180'+) drainageway owned by the Town of Marana along the southwestern boundary of the Adonis mobile home subdivision that intercepts stormwater runoff from the site and offsite areas and conveys it northwesterly along and adjacent the UPRR right-of-way until it discharges at the Guild Wash (Approximately six miles north of the site). Important to note, there are several side drainageway crossings outlets discharging flow west in the direction of the Interstate-10. Moreover, I-10 contains roadway drainageway crossings that will convey said side flows toward the Santa Cruz Wash.

Culverts Beneath Adonis Rd. at the Northern End of the Adonis MHP Channel



CP	Q_{100} cfs
I	319
II	490
III	737
IV	3,207

CP	Q_{100} cfs
V	75
VI	916
VII	1,695
VIII	2,074

EXHIBIT II-C-1

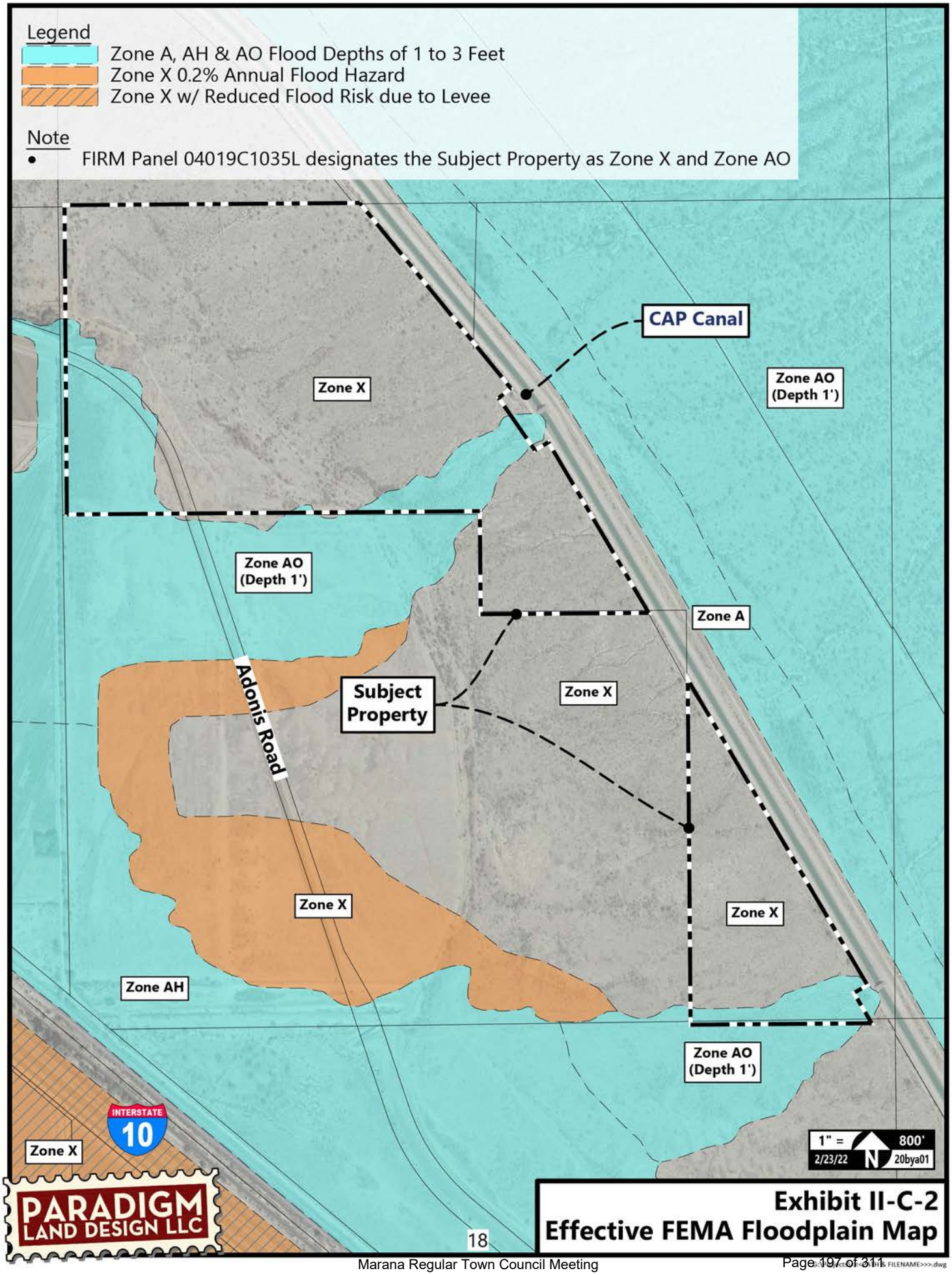


Exhibit II-C-2
Effective FEMA Floodplain Map

D. VEGETATION

1. Onsite Vegetative Communities

   There is sparse native vegetation onsite, consisting mainly of Sonoran Desert Scrub. There are no significant or native species within the limits of the Property.

2. Significant, Threatened, or Endangered Flora

   No threatened or endangered flora are known to exist onsite.

3. Vegetative Densities

   Vegetative density of the Property is less than 10% plant cover. See Exhibit II-D-1: Vegetation.

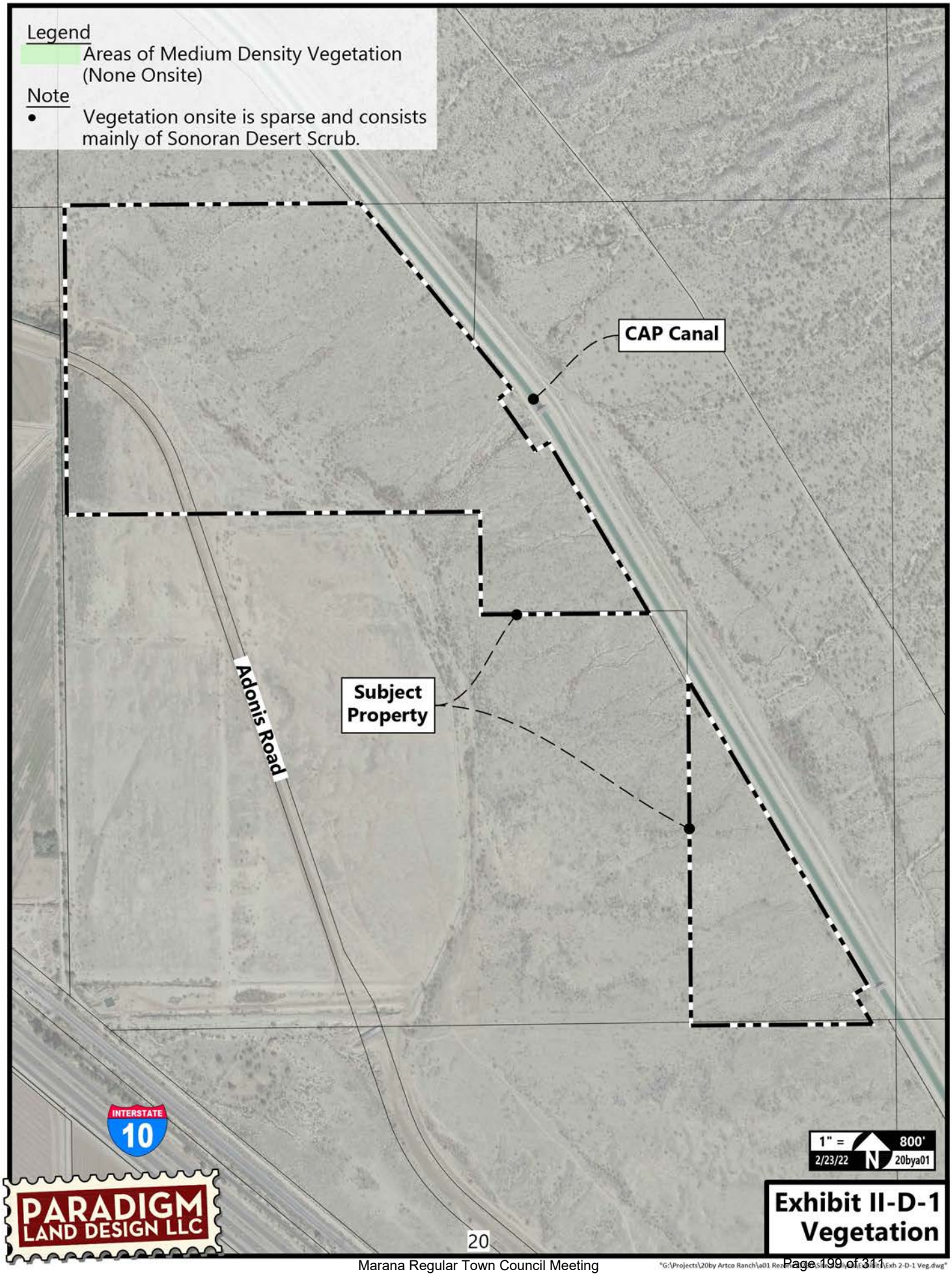


Exhibit II-D-1
Vegetation

"G:\Projects\20by Artco Ranch\a01 Rezoning\Site Analysis\Exhibits\Exh 2-D-1 Veg.dwg"

E. WILDLIFE

The Arizona Game and Fish Department's online review tool has been consulted, and the Environmental Review report, dated May 14, 2021, indicates that several federally listed species have been known to exist in the vicinity of this development. Any protected species encountered onsite will be handled according to applicable regulatory criteria. See Exhibit II-E-1: AZGFD Report.

Exhibit II-E-1: AZGFD Report

Arizona Environmental Online Review Tool Report

Arizona Game and Fish Department Mission
To conserve Arizona's diverse wildlife resources and manage for safe, compatible outdoor recreation opportunities for current and future generations.

Project Name:
Artco

Project Description:
Artco

Project Type:
Development Outside Municipalities (Rural Development), Residential subdivision and associated infrastructure, Maintenance/expansion/rehabilitation of existing facilities

Contact Person:
Paul Oland

Organization:
Paradigm Land Design LLC

On Behalf Of:
CONSULTING

Project ID:
HGIS-13506

Please review the entire report for project type and/or species recommendations for the location information entered. Please retain a copy for future reference.

Page 1 of 12

Exhibit II-E-1: AZGFD Report (cont'd)

Disclaimer:

1. This Environmental Review is based on the project study area that was entered. The report must be updated if the project study area, location, or the type of project changes.
2. This is a preliminary environmental screening tool. It is not a substitute for the potential knowledge gained by having a biologist conduct a field survey of the project area. This review is also not intended to replace environmental consultation (including federal consultation under the Endangered Species Act), land use permitting, or the Departments review of site-specific projects.
3. The Departments Heritage Data Management System (HDMS) data is not intended to include potential distribution of special status species. Arizona is large and diverse with plants, animals, and environmental conditions that are ever changing. Consequently, many areas may contain species that biologists do not know about or species previously noted in a particular area may no longer occur there. HDMS data contains information about species occurrences that have actually been reported to the Department. Not all of Arizona has been surveyed for special status species, and surveys that have been conducted have varied greatly in scope and intensity. Such surveys may reveal previously undocumented population of species of special concern.
4. HabiMap Arizona data, specifically Species of Greatest Conservation Need (SGCN) under our State Wildlife Action Plan (SWAP) and Species of Economic and Recreational Importance (SERI), represent potential species distribution models for the State of Arizona which are subject to ongoing change, modification and refinement. The status of a wildlife resource can change quickly, and the availability of new data will necessitate a refined assessment.

Locations Accuracy Disclaimer:
Project locations are assumed to be both precise and accurate for the purposes of environmental review. The creator/owner of the Project Review Report is solely responsible for the project location and thus the correctness of the Project Review Report content.

Exhibit II-E-1: AZGFD Report (cont'd)

Recommendations Disclaimer:

1. The Department is interested in the conservation of all fish and wildlife resources, including those species listed in this report and those that may have not been documented within the project vicinity as well as other game and nongame wildlife.
2. Recommendations have been made by the Department, under authority of Arizona Revised Statutes Title 5 (Amusements and Sports), 17 (Game and Fish), and 28 (Transportation).
3. Potential impacts to fish and wildlife resources may be minimized or avoided by the recommendations generated from information submitted for your proposed project. These recommendations are preliminary in scope, designed to provide early considerations on all species of wildlife.
4. Making this information directly available does not substitute for the Department's review of project proposals, and should not decrease our opportunity to review and evaluate additional project information and/or new project proposals.
5. Further coordination with the Department requires the submittal of this Environmental Review Report with a cover letter and project plans or documentation that includes project narrative, acreage to be impacted, how construction or project activity(s) are to be accomplished, and project locality information (including site map). Once AGFD had received the information, please allow 30 days for completion of project reviews. Send requests to:
   Project Evaluation Program, Habitat Branch
   Arizona Game and Fish Department
   5000 West Carefree Highway
   Phoenix, Arizona 85086-5000
   Phone Number: (623) 236-7600
   Fax Number: (623) 236-7366
   Or
   PEP@azgfd.gov
6. Coordination may also be necessary under the National Environmental Policy Act (NEPA) and/or Endangered Species Act (ESA). Site specific recommendations may be proposed during further NEPA/ESA analysis or through coordination with affected agencies

Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-13506

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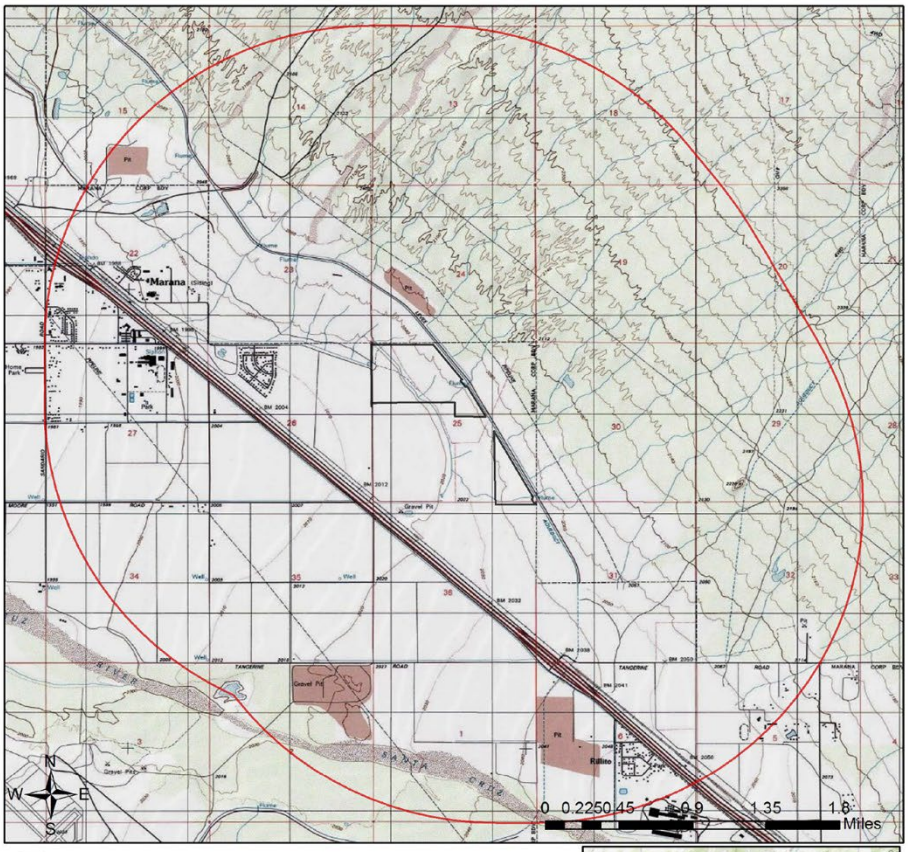
Artco

USA Topo Basemap With Locator Map



Project Boundary

Buffered Project Boundary

Project Size (acres): 167.74

Lat/Long (DD): 32.4483 / -111.1758

County(s): Pima

AGFD Region(s): Tucson

Township/Range(s): T11S, R11E; T11S, R12E

USGS Quad(s): MARANA

Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap

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Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-13506

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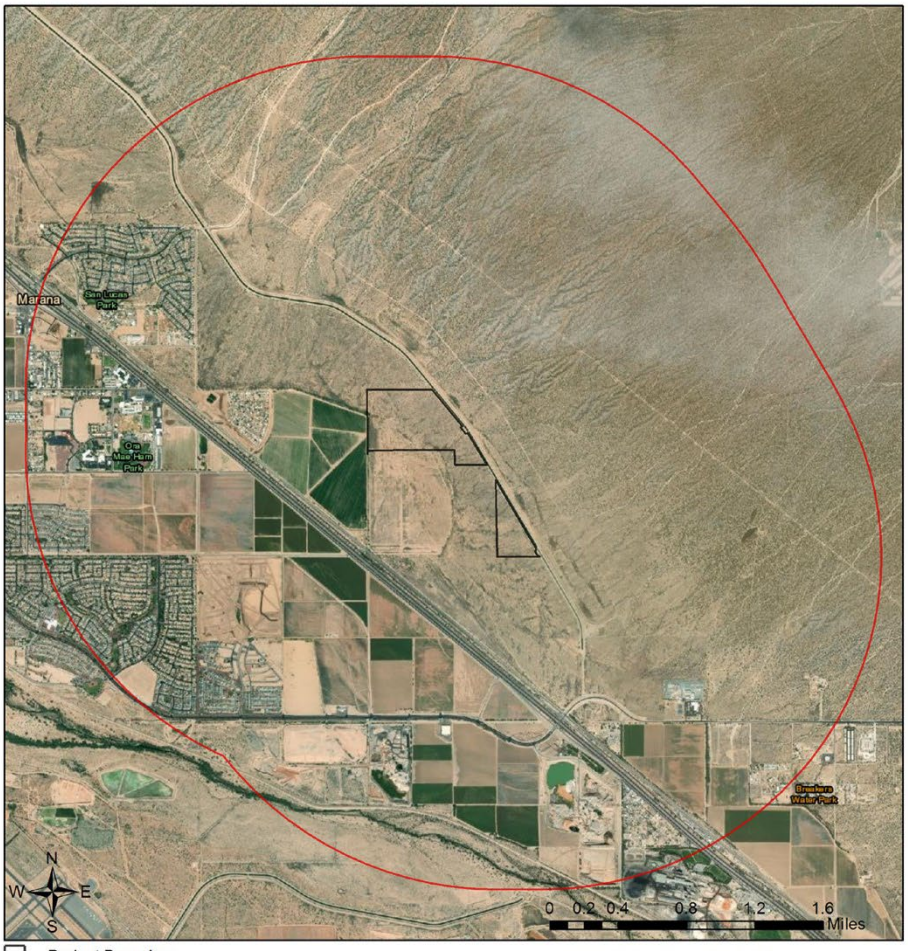
Artco

Web Map As Submitted By User



Project Boundary

Buffered Project Boundary

Project Size (acres): 167.74

Lat/Long (DD): 32.4483 / -111.1758

County(s): Pima

AGFD Region(s): Tucson

Township/Range(s): T11S, R11E; T11S, R12E

USGS Quad(s): MARANA

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

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Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-13506

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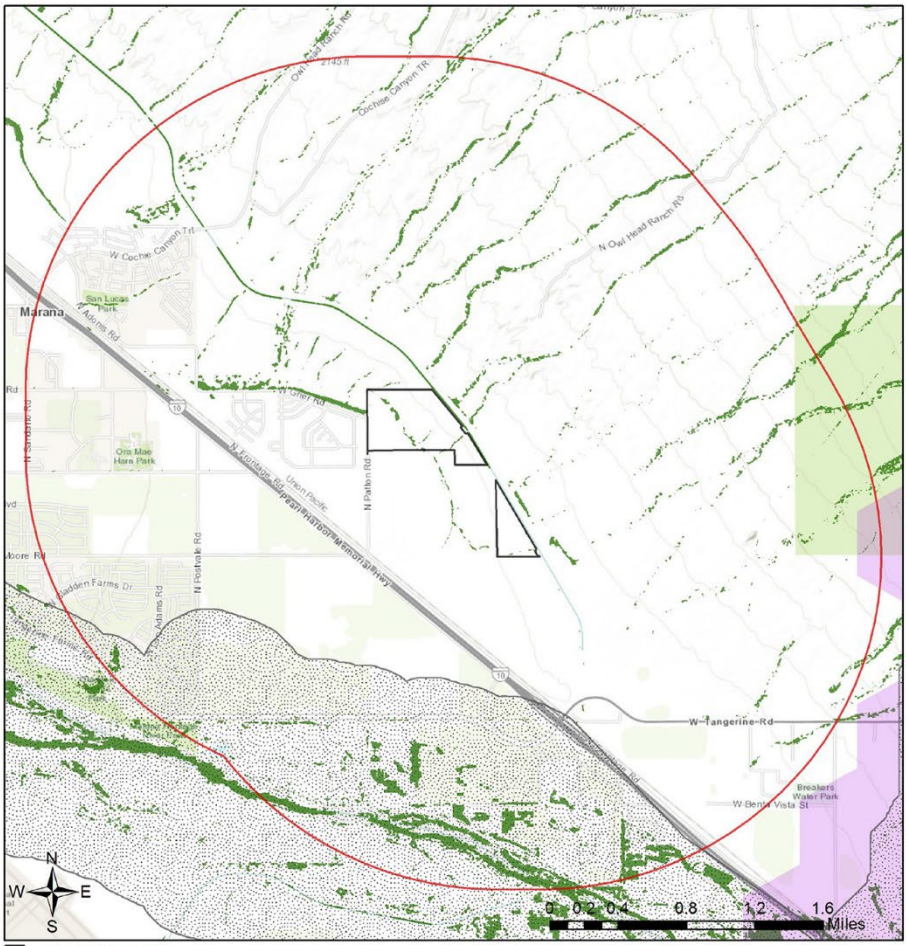
Artco

Important Areas



- Project Boundary
- Buffered Project Boundary
- Wildlife Connectivity
- Important Connectivity Zones
- Pinal County Riparian
- Critical Habitat
- Important Bird Areas

Project Size (acres): 167.74
Lat/Long (DD): 32.4483 / -111.1758
County(s): Pima
AGFD Region(s): Tucson
Township/Range(s): T11S, R11E; T11S, R12E
USGS Quad(s): MARANA

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-13506

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Review Date: 5/14/2021 03:44:26 PM

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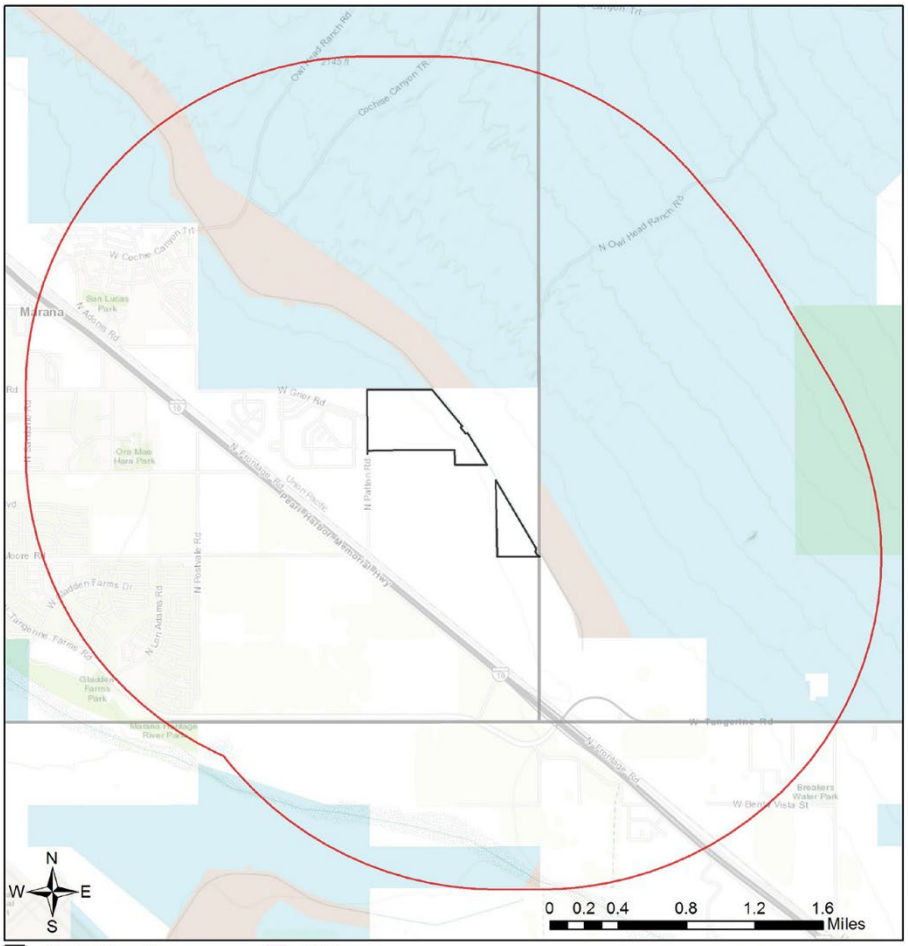
Township/Ranges and Land Ownership



Project Boundary
Buffered Project Boundary
Township/Ranges

Land Ownership

AZ Game & Fish Dept.
BLM
BOR
Indian Res.
Military
Mixed/Other
National Park/Mon.
Private
State & Regional Parks
State Trust
US Forest Service
Wildlife Area/Refuge

Project Size (acres): 167.74
Lat/Long (DD): 32.4483 / -111.1758
County(s): Pima
AGFD Region(s): Tucson
Township/Range(s): T11S, R11E; T11S, R12E
USGS Quad(s): MARANA

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-13506

project_report_artco_42972_44344.pdf
Review Date: 5/14/2021 03:44:26 PM

Special Status Species Documented within 2 Miles of Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Athene cunicularia hypugaea	Western Burrowing Owl	SC	S	S		1B
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	SC	S	S		1B
Sigmodon ochrognathus	Yellow-nosed Cotton Rat	SC				1C

Note: Status code definitions can be found at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/statusdefinitions/
.

Special Areas Documented that Intersect with Project Footprint as Drawn

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
CAP Canal	Pima County Wildlife Crossing Area					
Riparian Area	Riparian Area					

Note: Status code definitions can be found at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/statusdefinitions/
.

Species of Greatest Conservation Need Predicted that Intersect with Project Footprint as Drawn, based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Aix sponsa	Wood Duck					1B
Ammospermophilus harrisii	Harris' Antelope Squirrel					1B
Anaxyrus retiformis	Sonoran Green Toad			S		1B
Athene cunicularia hypugaea	Western Burrowing Owl	SC	S	S		1B
Buteo regalis	Ferruginous Hawk	SC		S		1B
Calypte costae	Costa's Hummingbird					1C
Chilomeniscus stramineus	Variable Sandsnake					1B
Chionactis annulata	Resplendent Shovel-nosed Snake	SC				1C
Cistothorus palustris	Marsh Wren					1C
Colaptes chrysoides	Gilded Flicker			S		1B
Coluber bilineatus	Sonoran Whipsnake					1B
Corynorhinus townsendii pallescens	Pale Townsend's Big-eared Bat	SC	S	S		1B
Crotalus tigris	Tiger Rattlesnake					1B
Dipodomys spectabilis	Banner-tailed Kangaroo Rat			S		1B
Empidonax wrightii	Gray Flycatcher					1C
Euderma maculatum	Spotted Bat	SC	S	S		1B
Eumops perotis californicus	Greater Western Bonneted Bat	SC		S		1B
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	SC	S	S		1B
Gopherus morafkai	Sonoran Desert Tortoise	C	S	S		1A
Haliaeetus leucocephalus	Bald Eagle	SC, BGA	S	S		1A
Heloderma suspectum	Gila Monster					1A
Incilius alvarius	Sonoran Desert Toad					1B

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Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-13506

project_report_artco_42972_44344.pdf
Review Date: 5/14/2021 03:44:26 PM

Species of Greatest Conservation Need Predicted that Intersect with Project Footprint as Drawn, based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Lasiurus blossevillii	Western Red Bat		S			1B
Lasiurus xanthinus	Western Yellow Bat		S			1B
Leptonycteris yerbabuenae	Lesser Long-nosed Bat	SC				1A
Lepus alleni	Antelope Jackrabbit					1B
Melanerpes uropygialis	Gila Woodpecker					1B
Melospiza lincolnii	Lincoln's Sparrow					1B
Melozone aberti	Abert's Towhee		S			1B
Micrathene whitneyi	Elf Owl					1C
Micruroides euryxanthus	Sonoran Coralsnake					1B
Myiarchus tyrannulus	Brown-crested Flycatcher					1C
Myotis velifer	Cave Myotis	SC		S		1B
Myotis yumanensis	Yuma Myotis	SC				1B
Nyctinomops femorosaccus	Pocketed Free-tailed Bat					1B
Oreoscoptes montanus	Sage Thrasher					1C
Oreothlypis luciae	Lucy's Warbler					1C
Panthera onca	Jaguar	LE				1A
Passerculus sandwichensis	Savannah Sparrow					1B
Perognathus longimembris	Little Pocket Mouse	No Status				1B
Peucaea carpalis	Rufous-winged Sparrow					1B
Phrynosoma solare	Regal Horned Lizard					1B
Phyllorhynchus browni	Saddled Leaf-nosed Snake					1B
Progne subis hesperia	Desert Purple Martin			S		1B
Spizella breweri	Brewer's Sparrow					1C
Sturnella magna	Eastern Meadowlark					1C
Tadarida brasiliensis	Brazilian Free-tailed Bat					1B
Toxostoma lecontei	LeConte's Thrasher			S		1B
Vireo bellii arizonae	Arizona Bell's Vireo					1B
Vulpes macrotis	Kit Fox	No Status				1B

Species of Economic and Recreation Importance Predicted that Intersect with Project Footprint as Drawn

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Callipepla gambelii	Gambel's Quail					
Odocoileus hemionus	Mule Deer					
Pecari tajacu	Javelina					
Puma concolor	Mountain Lion					
Zenaida asiatica	White-winged Dove					
Zenaida macroura	Mourning Dove					

Page 9 of 12

Exhibit II-E-1: AZGFD Report (cont'd)

Project Type: Development Outside Municipalities (Rural Development), Residential subdivision and associated infrastructure, Maintenance/expansion/rehabilitation of existing facilities

Project Type Recommendations:
During the planning stages of your project, please consider the local or regional needs of wildlife in regards to movement, connectivity, and access to habitat needs. Loss of this permeability prevents wildlife from accessing resources, finding mates, reduces gene flow, prevents wildlife from re-colonizing areas where local extirpations may have occurred, and ultimately prevents wildlife from contributing to ecosystem functions, such as pollination, seed dispersal, control of prey numbers, and resistance to invasive species. In many cases, streams and washes provide natural movement corridors for wildlife and should be maintained in their natural state. Uplands also support a large diversity of species, and should be contained within important wildlife movement corridors. In addition, maintaining biodiversity and ecosystem functions can be facilitated through improving designs of structures, fences, roadways, and culverts to promote passage for a variety of wildlife. Guidelines for many of these can be found at: https://www.azgfd.com/wildlife/planning/wildlifeguidelines/.

Consider impacts of outdoor lighting on wildlife and develop measures or alternatives that can be taken to increase human safety while minimizing potential impacts to wildlife. Conduct wildlife surveys to determine species within project area, and evaluate proposed activities based on species biology and natural history to determine if artificial lighting may disrupt behavior patterns or habitat use. Use only the minimum amount of light needed for safety. Narrow spectrum bulbs should be used as often as possible to lower the range of species affected by lighting. All lighting should be shielded, canted, or cut to ensure that light reaches only areas needing illumination.

Minimize the potential introduction or spread of exotic invasive species, including aquatic and terrestrial plants, animals, insects and pathogens. Precautions should be taken to wash and/or decontaminate all equipment utilized in the project activities before entering and leaving the site. See the Arizona Department of Agriculture website for a list of prohibited and restricted noxious weeds at https://www.invasivespeciesinfo.gov/unitedstates/az.shtml and the Arizona Native Plant Society https://aznps.com/invas for recommendations on how to control. To view a list of documented invasive species or to report invasive species in or near your project area visit iMapInvasives - a national cloud-based application for tracking and managing invasive species at https://imap.natureserve.org/imap/services/page/map.html.

- To build a list: zoom to your area of interest, use the identify/measure tool to draw a polygon around your area of interest, and select "See What's Here" for a list of reported species. To export the list, you must have an account and be logged in. You can then use the export tool to draw a boundary and export the records in a csv file.

Follow manufacturer's recommended application guidelines for all chemical treatments. The U.S. Fish and Wildlife Service, Region 2, Environmental Contaminants Program has a reference document that serves as their regional pesticide recommendations for protecting wildlife and fisheries resources, titled "Recommended Protection Measures for Pesticide Applications in Region 2 of the USFWS", http://www.fws.gov/southwest/es/arizona/Documents/ECReports/RPMPA_2007.pdf. The Department recommends that direct or indirect impacts to sensitive species and their forage base from the application of chemical pesticides or herbicides be considered carefully.

The Department recommends that wildlife surveys are conducted to determine if noise-sensitive species occur within the project area. Avoidance or minimization measures could include conducting project activities outside of breeding seasons.

Based on the project type entered, coordination with State Historic Preservation Office may be required (http://azstateparks.com/SHPO/index.html).

Trenches should be covered or back-filled as soon as possible. Incorporate escape ramps in ditches or fencing along the perimeter to deter small mammals and herptefauna (snakes, lizards, tortoise) from entering ditches.

Exhibit II-E-1: AZGFD Report (cont'd)

Communities can actively support the sustainability and mobility of wildlife by incorporating wildlife planning into their regional/comprehensive plans, their regional transportation plans, and their open space/conservation land system programs. An effective approach to wildlife planning begins with the identification of the wildlife resources in need of protection, an assessment of important habitat blocks and connective corridors, and the incorporation of these critical wildlife components into the community plans and programs. Community planners should identify open spaces and habitat blocks that can be maintained in their area, and the necessary connections between those blocks to be preserved or protected. Community planners should also work with State and local transportation planning entities, and planners from other communities, to foster coordination and cooperation in developing compatible development plans to ensure wildlife habitat connectivity. The Department's guidelines for incorporating wildlife considerations into community planning and developments can be found on the Widlife Friendly Guidelines portion of the Wildlife Planning page at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/.

Design culverts to minimize impacts to channel geometry, or design channel geometry (low flow, overbank, floodplains) and substrates to carry expected discharge using local drainages of appropriate size as templates. Reduce/minimize barriers to allow movement of amphibians or fish (e.g., eliminate falls). Also for terrestrial wildlife, washes and stream corridors often provide important corridors for movement. Overall culvert width, height, and length should be optimized for movement of the greatest number and diversity of species expected to utilize the passage. Culvert designs should consider moisture, light, and noise, while providing clear views at both ends to maximize utilization. For many species, fencing is an important design feature that can be utilized with culverts to funnel wildlife into these areas and minimize the potential for roadway collisions. Guidelines for culvert designs to facilitate wildlife passage can be found on the home page of this application at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/.

Based on the project type entered, coordination with U.S. Army Corps of Engineers may be required (http://www.usace.army.mil/)

Based on the project type entered, coordination with County Flood Control district(s) may be required.

Development plans should provide for open natural space for wildlife movement, while also minimizing the potential for wildlife-human interactions through design features. Please contact Project Evaluation Program for more information on living with urban wildlife at PEP@azgfd.gov or at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/ and https://www.azgfd.com/Wildlife/LivingWith.

Project Location and/or Species Recommendations:
Analysis indicates that your project is located in the vicinity of an identified ***wildlife habitat connectivity feature***. The **County-level Stakeholder Assessments** contain five categories of data (Barrier/Development, Wildlife Crossing Area, Wildlife Movement Area- Diffuse, Wildlife movement Area- Landscape, Wildlife Movement Area- Riparian/Washes) that provide a context of select anthropogenic barriers, and potential connectivity. The reports provide recommendations for opportunities to preserve or enhance permeability. Project planning and implementation efforts should focus on maintaining and improving opportunities for wildlife permeability. For information pertaining to the linkage assessment and wildlife species that may be affected, please refer to: https://www.azgfd.com/wildlife/planning/habitatconnectivity/identifying-corridors/.
Please contact the Project Evaluation Program (pep@azgfd.gov) for specific project recommendations.

Exhibit II-E-1: AZGFD Report (cont'd)

This review has identified **riparian areas** within the vicinity of your project. During the planning stage of your project, avoid, minimize, or mitigate any potential impacts to riparian areas identified in this report. Riparian areas play an important role in maintaining the functional integrity of the landscape, primarily by acting as natural drainages that convey water through an area, thereby reducing flood events. In addition, riparian areas provide important movement corridors and habitat for fish and wildlife. Riparian areas are channels that contain water year-round or at least part of the year. Riparian areas also include those channels which are dry most of the year, but may contain or convey water following rain events. All types of riparian areas offer vital habitats, resources, and movement corridors for wildlife. The Pinal County Comprehensive Plan (i.e. policies *6.1.2.1* and *7.1.2.4*), Open Space and Trails Master Plan, Drainage Ordinance, and Drainage Design Manual all identify riparian area considerations, guidance, and policies. Guidelines to avoid, minimize, or mitigate impacts to riparian habitat can be found at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/. Based on the project type entered, further consultation with the Arizona Game and Fish Department and Pinal County may be warranted.

HDMS records indicate that **Western Burrowing Owls** have been documented within the vicinity of your project area. Please review the western burrowing owl resource page at: https://www.azgfd.com/wildlife/speciesofgreatestconservneed/burrowingowlmanagement/.

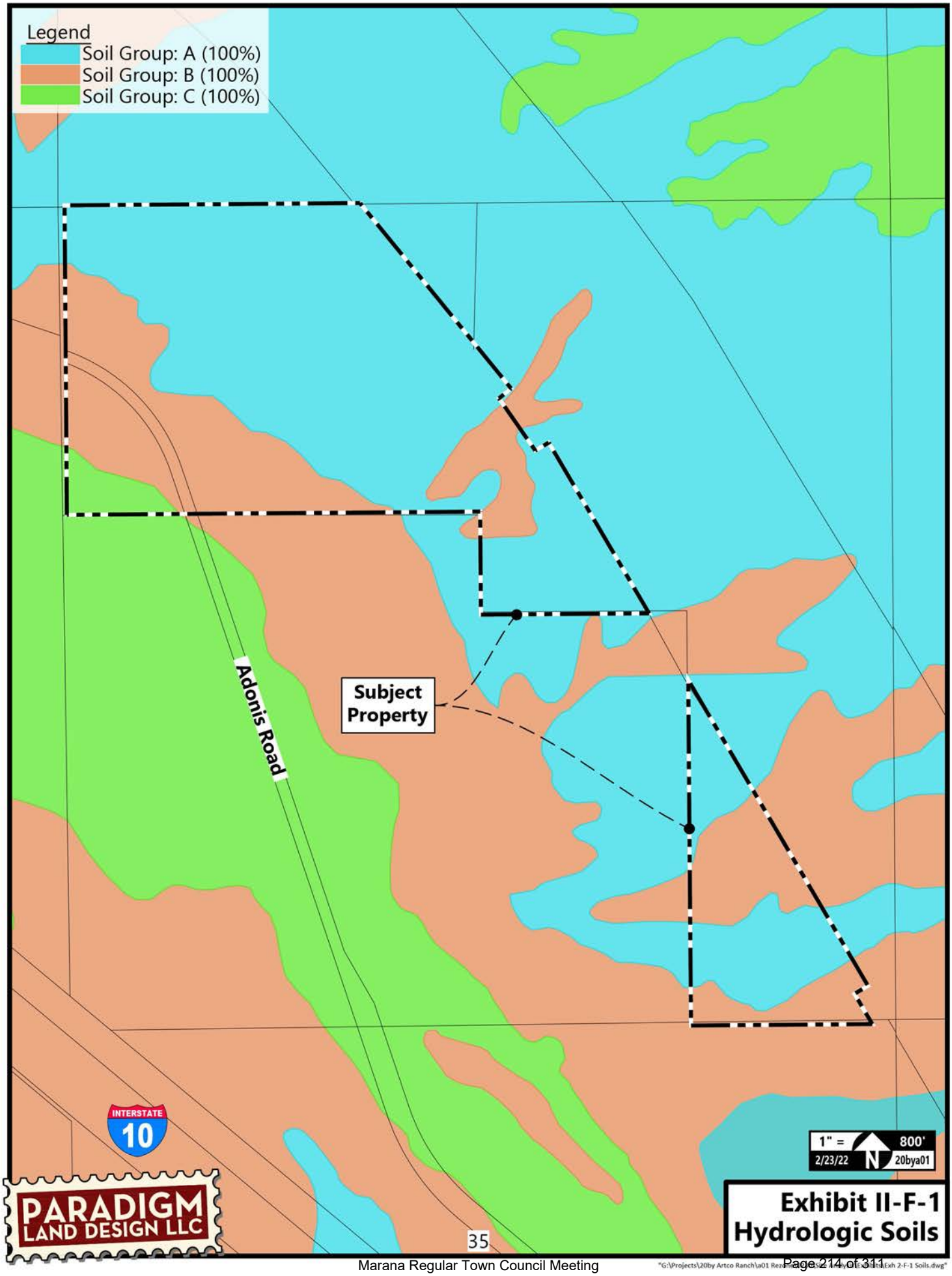
F. SOILS AND GEOLOGY

1. Soils

Soils in the vicinity of this development are classified by the U.S. Natural Resources Conservation Service (NRCS) as 100% "Soil Group A" (Vinton-anthony sandy loams), 100% "Soil Group B" hydrologic soil group (Agua very fine sandy loam and Gila loam, 0 to 1 percent slopes), and 100% "Soil Group C" (sandy clay loam). Detailed geotechnical investigation will be performed prior to development. See Exhibit II-F-1: Hydrologic Soils.

2. Geology

The Property lies within the Santa Cruz River basin valley. According to the Arizona Geological Survey's online Geologic Map of Arizona (data.azgs.az.gov/geologic-map-of-arizona/) the Property's geology is described as "Quaternary Surficial deposits, undivided (0-2 Ma): Unconsolidated to strongly consolidated alluvial and eolian deposits. This unit includes coarse, poorly sorted alluvial fan and terrace deposits on middle and upper piedmonts and along large drainages; sand, silt and clay on alluvial plains and playas; and wind-blown sand deposits."


Legend
Soil Group: A (100%)
Soil Group: B (100%)
Soil Group: C (100%)
Adonis Road
Subject Property
INTERSTATE
10
1" = 800'
2/23/22
N
20bya01
PARADIGM LAND DESIGN LLC
Exhibit II-F-1
Hydrologic Soils

G. VIEWSHEDS

1. Viewsheds from Adjacent Properties

   Primary views from the Property are of flat sandy stretches scattered with desert brush, Tortolita Mountains and Catalina Mountains to the northeast and the Tucson Mountains to the south. Due to the distance to these mountain ranges, and the extremely flat nature of the Property and the surrounding areas, the views are minimal. Development of the Property will not block these views for existing residents in the area. See Exhibit II-G-1: Viewsheds and Exhibit II-G-2: Viewshed Photographs.

View to the Northeast Across the Property Toward the Tortolita Mountains & Catalina Mountains

2. Views which may be Blocked by the Proposed Development

   None.

3. Site Visibility

   Due to the lack of existing vegetation and the relatively even and flat nature of the topography, views into the Property are excellent and have only minor sight restrictions across the entire property. However, from the east, there is some restriction of site visibility due to the berm bordering the CAP canal.

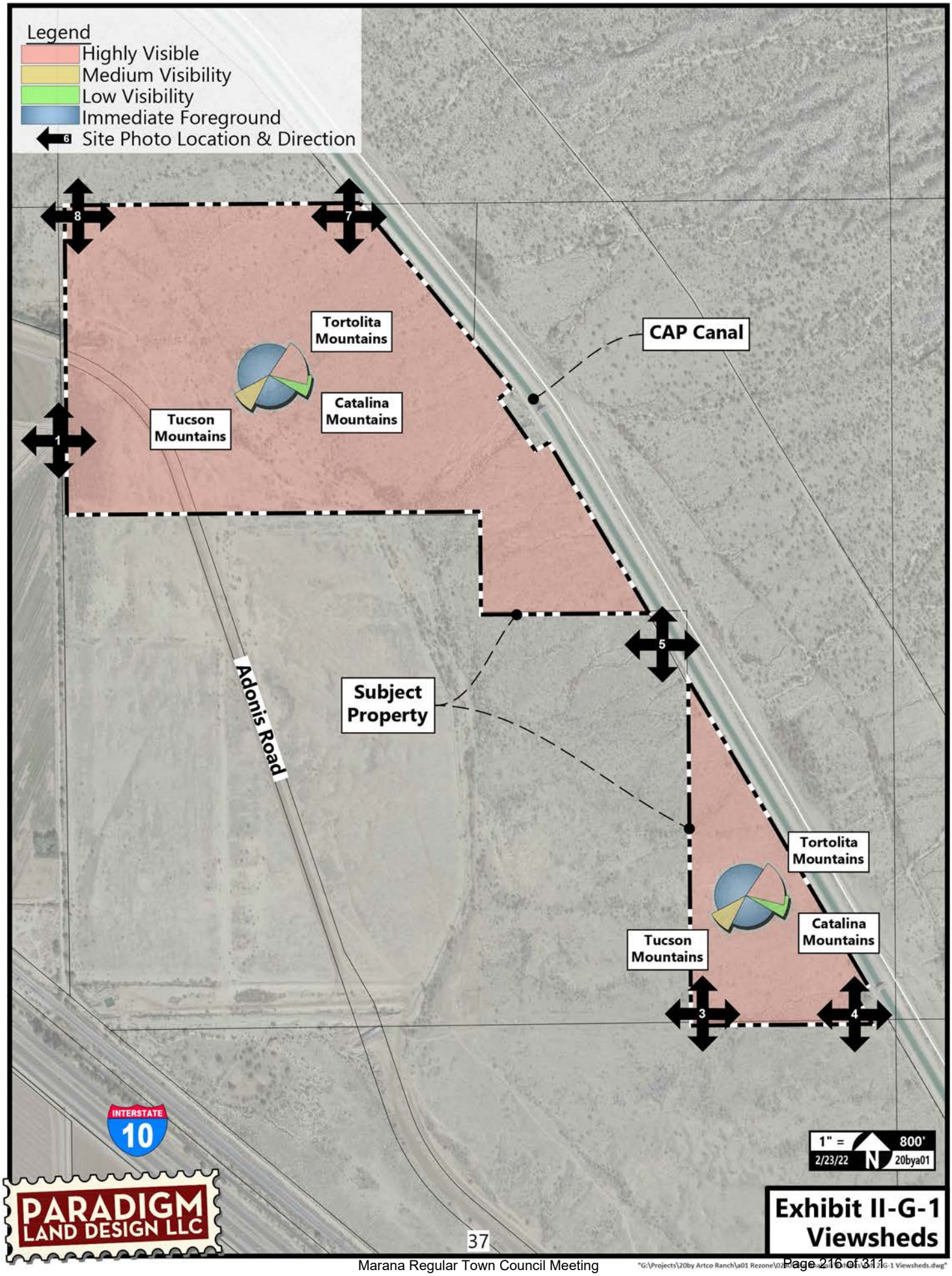

Legend
Highly Visible
Medium Visibility
Low Visibility
Immediate Foreground
Site Photo Location & Direction
8
7
1
5
3
4
Tortolita Mountains
Catalina Mountains
Tucson Mountains
CAP Canal
Subject Property
Adonis Road
Tortolita Mountains
Catalina Mountains
Tucson Mountains
INTERSTATE
10
1" = 800'
2/23/22
N
20bya01
PARADIGM LAND DESIGN LLC
Exhibit II-G-1
Viewsheds

Exhibit II-G-2: Viewshed Photographs

Photo Location #1: Looking North along the Western Boundary of the Northern Portion of the Property

Photo Location #1: Looking Northeast into the Northern Portion of the Property

Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #1: Looking East into the Northern Portion of the Property

Photo Location #1: Looking South along the Western Boundary of the Northern Portion of the Property

Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #3: Looking North along the Western Edge of the southern Portion of the Property

Photo Location #3: Looking Northeast into the southern Portion of the Property

Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #3: Looking East along the Southern Edge of the southern Portion of the Property

Photo Location #3: Looking South from the Southwest Corner of the southern Portion of the Property

Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #3: Looking West from the Southwest Corner of the southern Portion of the Property

Photo Location #4: Looking North from the Southeast Corner of the Southern Portion of the Property. The CAP Canal Berm is Clearly Visible.

Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #4: Looking East from the Southeast Corner of the Southern Portion of the Property. The CAP Canal Berm is Clearly Visible.

Photo Location #4: Looking South from the Southeast Corner of the Southern Portion of the Property

Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #4: Looking West along the Southern Boundary of the Southern Portion of the Property

Photo Location #4: Looking Northwest into the Property from the Southeast Corner of the Southern Portion of the Property

Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #4: A US Bureau of Reclamation Survey Monument along the CAP Canal

Photo Location #5: Looking North from a Point Near the Center of the Property's Eastern Edge Along the CAP Canal

Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #5: Looking East from a Point Near the Center of the Property's Eastern Edge Along the CAP Canal

Photo Location #5: Looking Southeast Along the Eastern Edge of the Southern Portion of the Property

Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #5: Looking South into the Southern Portion of the Property

Photo Location #5: Looking West from a Point Near the Center of the Property's Eastern Edge

Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #5: Looking Northwest into the Northern Portion of the Property

Photo Location #7: Looking North from the Northeast Corner of the Northern Portion of the Property

Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #7: Looking East from the Northeast Corner of the Northern Portion of the Property

Photo Location #7: Looking Southeast Along the Eastern Edge of the Northern Portion of the Property

Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #7: Looking South into the Northern Portion of the Property from its Northeast Corner

Photo Location #7: Looking Southwest into the Northern Portion of the Property from its Northeast Corner

Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #7: Looking West Along the Northern Edge of the Northern Portion of the Property

Photo Location #8: Looking North from the Northwest Corner of the Northern Portion of the Property

Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #8: Looking Northeast from the Northwest Corner of the Northern Portion of the Property

Photo Location #8: Looking East Along the Northern Edge of the Northern Portion of the Property

Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #8: Looking Southeast into the Northern Portion of the Property from its Northwest Corner

Photo Location #8: Looking South Along the Western Edge of the Northern Portion of the Property

Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #8: Looking West from the Northwest Corner of the Northern Portion of the Property

Photo Location #8: Looking Northwest away from the Property from the Northwest Corner of the Northern Portion of the Property

Exhibit II-G: Viewshed Photographs (cont'd)

Photo Location #8: Marana Survey Monument near the Northwest Corner of the Northern Portion of the Property

Adonis Road Entering the Western Edge of the Northern Portion of the Property

H. TRAFFIC

1. Existing / Proposed Offsite Streets between the Development and Nearest Arterial Streets

Grier Road extends from Postvale Road to Patton Road. East of Postvale the roadway is known as Adonis Road and extends south to Tangerine Road in a temporary condition including one lane in each direction. The Mandarina development to the south of the Stonegate Master Plan will be improving their portion of Adonis to its ultimate design cross-section. The Town or private developers will be extending Adonis Road from the southern end of Mandarina across the CAP syphon to Tangerine Road.

Grier Rd. West of the Project

2. Nearby Arterial Streets

All the traffic generated by this project will be accommodated by Adonis Road, Tangerine Road, Postvale Road, Cochie Canyon Road, Moore Road, and Interstate-10. An analysis of capacity by Southwest Traffic Engineering has been submitted as a standalone report.

Roadway Name	Planned Right-of-Way Width	Exist. Lanes	Median Type	Speed Limit	General Plan Designation
Adonis Rd. (Thru Project)	250′	2	None	45 mph	Prop. Arterial
Adonis Rd. (NW of Project)	60′	2	None	35 mph	None
Grier Rd.	150′	2	None	25 mph	Exist. Arterial
Tangerine Rd.	300′	2	None	40-50 mph	Exist. Arterial
Postvale Rd.	95′	2	None	35 mph	Exist. Collector
Cochie Canyon Rd.	190′	3	None	40 mph	Exist. Arterial
Moore Rd.	150′ – 250′	0	None	n/a	Prop. Arterial
Interstate 10	Varies	6	Depressed	75 mph	Interstate

3. Nearby Arterial Intersections

   Two arterial intersections that will carry traffic generated by this development exist within a mile of the Property: Adonis Road / Moore Road and Adonis Road / Tangerine Road. Neither intersection exists today, bu both are planned to be signalized in the future.

4. Nearby Bicycle / Pedestrian Ways

   As with much of the area immediately east of Interstate-10, pedestrian facilities are currently lacking.

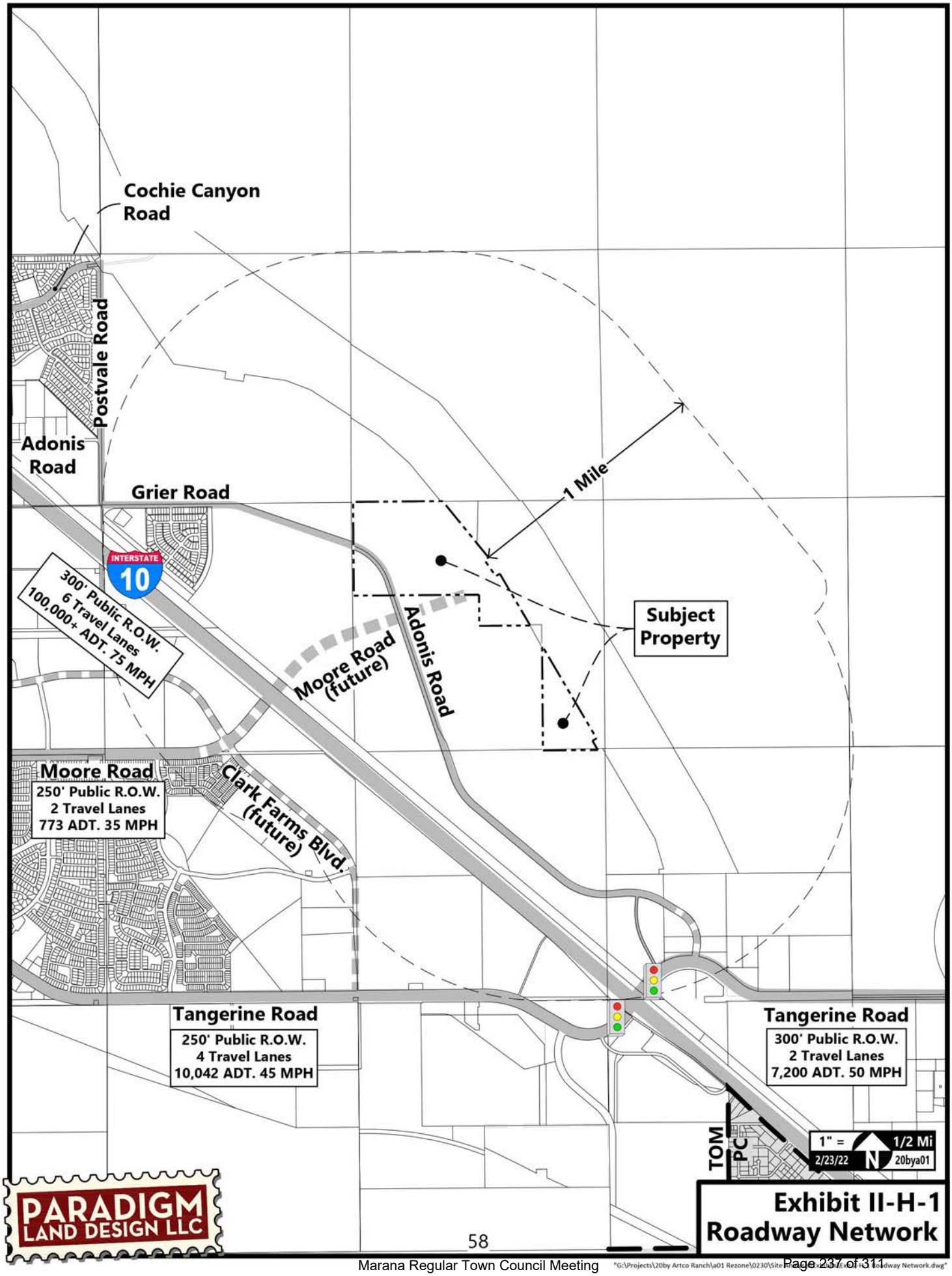


Exhibit II-H-1
Roadway Network

I. RECREATION AND TRAILS

Although the Ora Mae Harn District Park is only 1.25 miles due west of the Property (and only 0.6 miles west of the Stonegate Master Plan), the Union Pacific Railroad and Interstate-10 significantly impede convenient access to it. As such, a significant need exists to provide community parks on this side of Interstate-10. The Mandarina Specific Plan just south of the Property acknowledges this fact and will include a community park. Similarly, the Tortolita Shadows Specific Plan, which is part of the Stonegate Master Plan, will include two community parks that will provide nearby recreational amenities to the Property.

The Town recently opened the Central Arizona Project Trailhead located off of Adonis Road, approximately one quarter mile north of Tangerine Road. The Town's Parks & Recreation website describes the trailhead as "the gateway to the CAP trail system that runs north from Marana 17 miles into Pinal County".

See Exhibit II-I-1: Trails, Parks & Recreation.

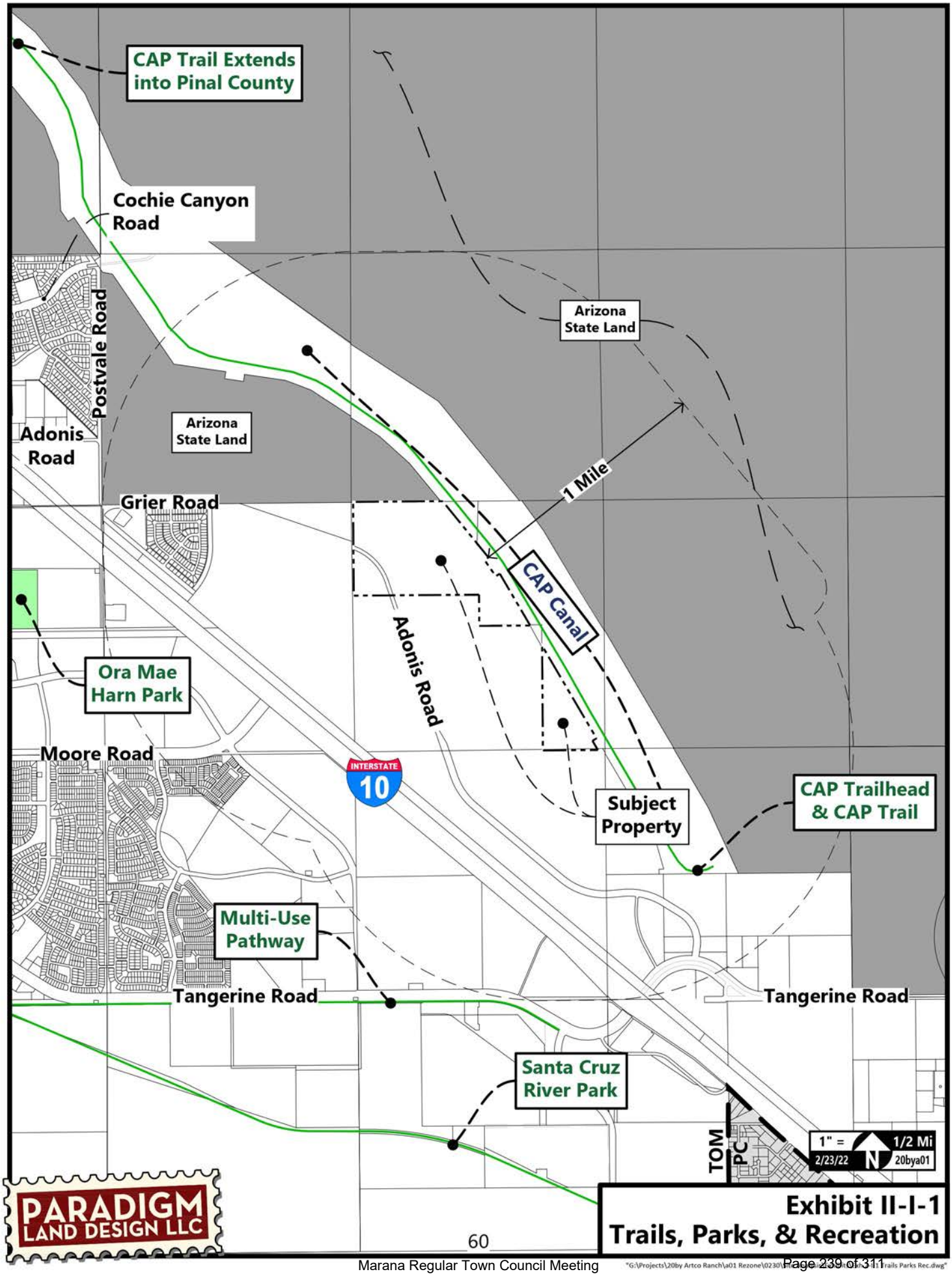


Exhibit II-I-1
Trails, Parks, & Recreation

"G:\Projects\20by Artco Ranch\a01 Rezone\0230\Exhibits\Exhibit II-I-1 Trails Parks Rec.dwg"

J. CULTURAL, ARCHAEOLOGICAL, AND HISTORIC RESOURCES

1. Onsite Resources

   Four previously identified cultural resource sites were known to exist on the Property prior to this project's commencement. Any cultural resources that are located during construction will be dealt with in accordance with State and local antiquities laws and protocols.

2. Archaeological Records

   The Property was surveyed for cultural resources by WestLand Resources in May 2021. Six sites of potential significance were identified and are currently the subject of further study in coordination with the Town of Marana's Environmental Services Department.

Exhibit II-E-1: WestLand Resources Cultural Resources Report

A CULTURAL RESOURCES INVENTORY FOR THE PROPOSED 656-ACRE ADONIS ROAD DEVELOPMENT IN MARANA, PIMA COUNTY, ARIZONA

W Holdings /Tortolita Shadows

Prepared by:
Paul M. Miller

Reviewed and submitted by:
Jennifer Hushour

Cultural Resources Report 2021-69
ASM Accession No. 2021-0179

May 13, 2021
Project Number: 2233.01

WestLand Resources

WestLand Resources, Inc. • 4001 E. Paradise Falls Drive • Tucson, Arizona 85712 • 520•206•9585

K. EXISTING INFRASTRUCTURE AND PUBLIC FACILITIES

1. Sewer

   The Property is within the Marana Wastewater service area. A sewer line is currently being constructed under Interstate-10 and the UPRR by the developer of the Mandarina Specific Plan. In addition, downstream line capacity improvements are planned by the Town in the next couple years, which should result in adequate capacity to accept wastewater from this project and others along the east side of Interstate-10. The developer will provide a sewer master plan model to confirm all applicable system capacities prior to improvement plan submittal. No septic systems are known to be within 100 feet of the Property. See Exhibit II-K-1: Existing Wells & Septic Systems.

2. Water

   The Property is within the Marana Water intended service area. No public or private wells are believed to exist within 100 feet of the Property. Two wells are believed to exist within the overall Stonegate Master Plan (55-622115 & 55-634058). See Exhibit II-K-1: Existing Wells & Septic Systems.

3. Natural Gas

   The Property is located within the Southwest Gas service area.

4. Electric

   The Property is located within the TRICO service area.

5. Fire Service

   Northwest Fire District has indicated that they can serve the property if the Districts boundary is expanded to include the Property, which will occur during the platting phase.

6. Police Service

   The property is located within the Town of Marana Police service area.

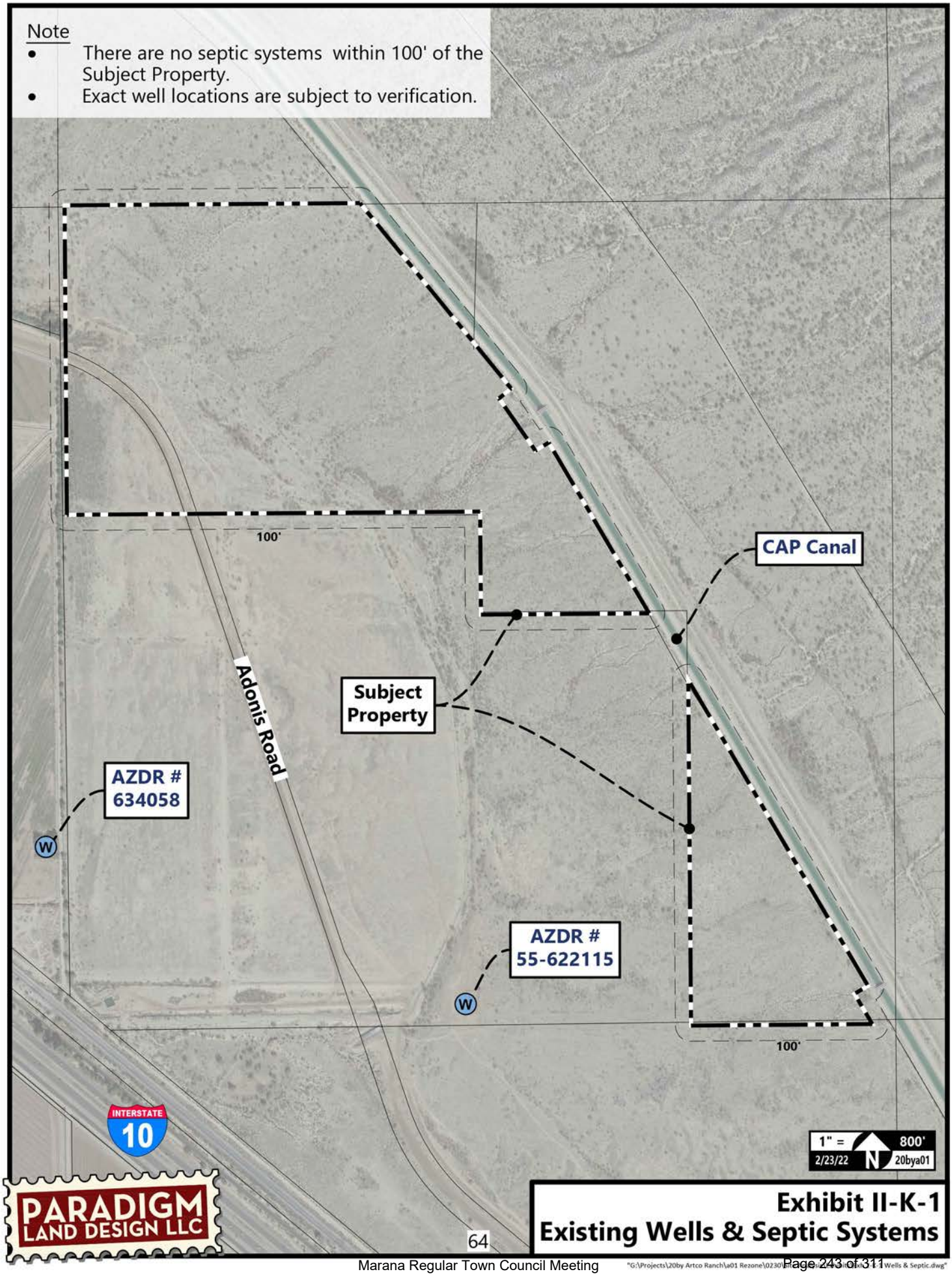
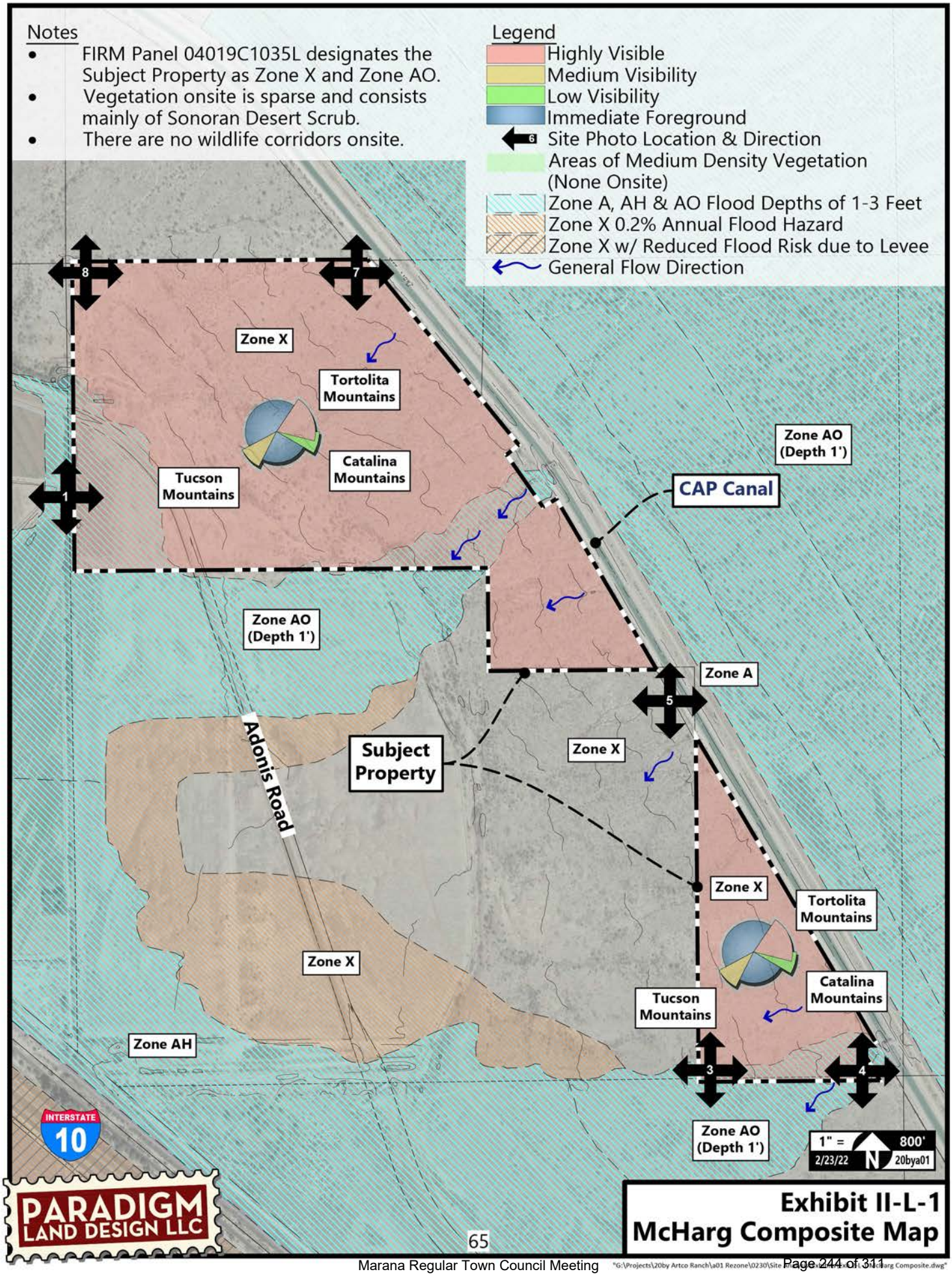


Exhibit II-K-1
Existing Wells & Septic Systems


Notes
FIRM Panel 04019C1035L designates the Subject Property as Zone X and Zone AO.
Vegetation onsite is sparse and consists mainly of Sonoran Desert Scrub.
There are no wildlife corridors onsite.
Legend
Highly Visible
Medium Visibility
Low Visibility
Immediate Foreground
Site Photo Location & Direction
Areas of Medium Density Vegetation (None Onsite)
Zone A, AH & AO Flood Depths of 1-3 Feet
Zone X 0.2% Annual Flood Hazard
Zone X w/ Reduced Flood Risk due to Levee
General Flow Direction
Zone X
Tortolita Mountains
Catalina Mountains
Tucson Mountains
Zone AO (Depth 1')
CAP Canal
Zone AO (Depth 1')
Zone A
Subject Property
Adonis Road
Zone X
Zone X
Tortolita Mountains
Zone X
Catalina Mountains
Tucson Mountains
Zone AH
Zone AO (Depth 1')
INTERSTATE 10
1" = 800'
2/23/22
20bya01
PARADIGM LAND DESIGN LLC
Exhibit II-L-1
McHarg Composite Map

III. LAND USE PROPOSAL

A. PURPOSE & INTENT

This section describes how the development responds to the opportunities and constraints described in the Inventory & Analysis section of this document, along with the Town of Marana Land Development Code. As evidenced by the site plan, this proposed rezoning has been crafted after careful and responsive consideration of the Property's context.

B. RELATIONSHIP TO TOWN OF MARANA ADOPTED PLANS

The Make Marana 2040 General Plan designates this property as Traditional Neighborhood, which permits a wide range of densities: 2-18 homes per acre. Other projects in the vicinity, including the Tortolita Shadows Specific Plan, the Rancho Marana Specific Plan, and the Mandarina Specific Plan have densities within this range or higher. Development of the Stonegate Master Plan, including this Property, will result in construction of significant public traffic, utility, and drainage infrastructure at the developer's cost, thus helping to fulfill the long-term land use vision set forth in Make Marana 2040.

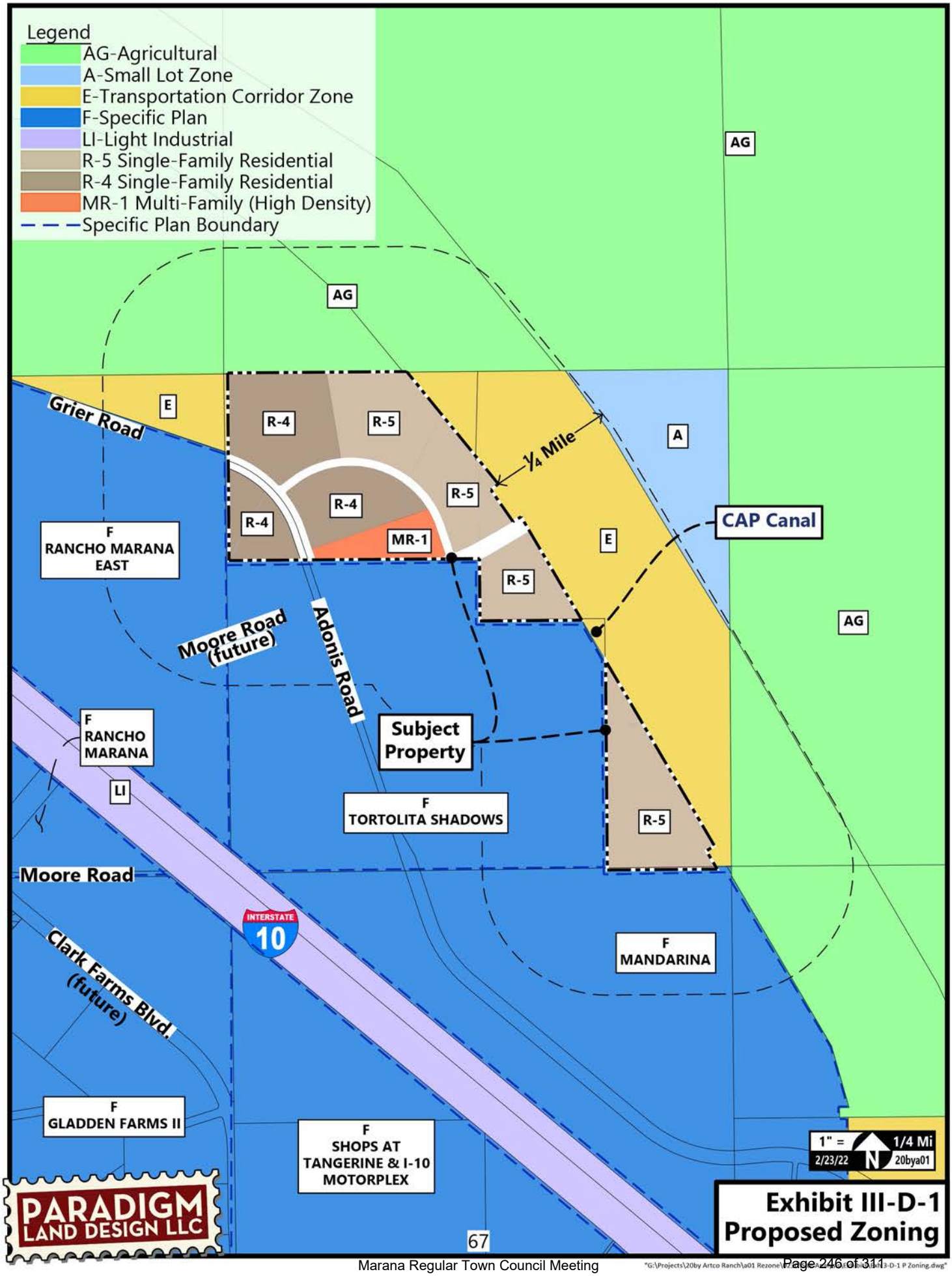
The Town of Marana Strategic Plan calls for new developments and neighborhoods to create areas with meaningful open space, trail connectivity, and active recreation areas. This Property within the Stonegate Master Plan will fulfill all these requirements by providing recreation areas and trail connections in accordance with the Town's recreational design standards.

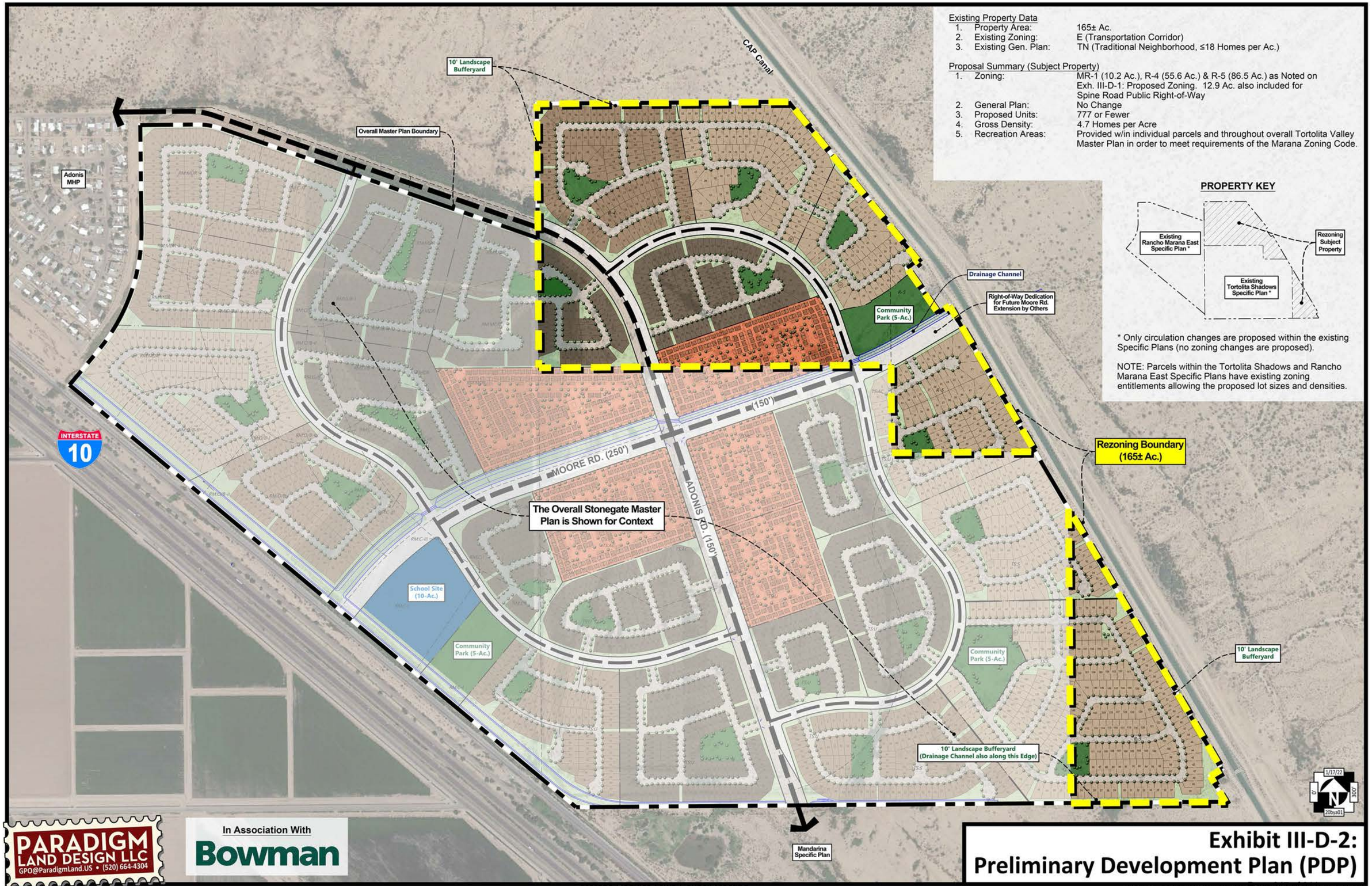
C. COMPATIBILITY TO ADJOINING DEVELOPMENT

The Property's lack of adjacent residential areas minimizes the potential for this development to impact nearby landowners.

D. LAND USE PROPOSAL

This rezoning is designed to blend with and be part of the overall Stonegate Master Plan which includes the previously approved Tortolita Shadows Specific Plan and Rancho Marana Specific Plan. Residences built within this Project will be subject to the Town of Marana Residential Design Standards. The Master Plan includes a mix of residential densities as allowed by the existing Specific Plans and will also include a comprehensive open space system that will provide convenient access to a variety of recreational amenities that currently are not available in this part of Marana east of Interstate-10. The development of the Master Plan will also include construction of the ultimate Adonis Road design cross-section, a length of Moore Road, a collector loop road, regional drainage infrastructure, and extensions of the public utility systems. Some residential lots within the Master Plan cross the boundaries between this rezoning area and the two adjacent Specific Plans. Working with Town Staff it was agreed that a minor amendment to the appropriate Specific Plan will be completed prior to approval of a plat or development plan for any affected lot or parcel.


Legend
AG-Agricultural
A-Small Lot Zone
E-Transportation Corridor Zone
F-Specific Plan
LI-Light Industrial
R-5 Single-Family Residential
R-4 Single-Family Residential
MR-1 Multi-Family (High Density)
Specific Plan Boundary
AG
AG
AG
AG
E
E
A
R-4
R-5
R-4
R-4
R-5
MR-1
R-5
R-5
¼ Mile
CAP Canal
Grier Road
F
RANCHO MARANA
EAST
Moore Road
(future)
Adonis Road
Subject
Property
F
RANCHO
MARANA
LI
F
TORTOLITA SHADOWS
Moore Road
INTERSTATE
10
Clark Farms Blvd.
(future)
F
MANDARINA
F
GLADDEN FARMS II
F
SHOPS AT
TANGERINE & I-10
MOTORPLEX
1" =
1/4 Mi
2/23/22
N
20bya01
PARADIGM
LAND DESIGN LLC
Exhibit III-D-1
Proposed Zoning


Existing Property Data
1. Property Area: 165± Ac.
2. Existing Zoning: E (Transportation Corridor)
3. Existing Gen. Plan: TN (Traditional Neighborhood, ≤18 Homes per Ac.)
Proposal Summary (Subject Property)
1. Zoning: MR-1 (10.2 Ac.), R-4 (55.6 Ac.) & R-5 (86.5 Ac.) as Noted on Exh. III-D-1: Proposed Zoning. 12.9 Ac. also included for Spine Road Public Right-of-Way
2. General Plan: No Change
3. Proposed Units: 777 or Fewer
4. Gross Density: 4.7 Homes per Acre
5. Recreation Areas: Provided w/in individual parcels and throughout overall Tortolita Valley Master Plan in order to meet requirements of the Marana Zoning Code.
PROPERTY KEY
Existing Rancho Marana East Specific Plan *
Existing Tortolita Shadows Specific Plan *
Rezoning Subject Property
* Only circulation changes are proposed within the existing Specific Plans (no zoning changes are proposed).
NOTE: Parcels within the Tortolita Shadows and Rancho Marana East Specific Plans have existing zoning entitlements allowing the proposed lot sizes and densities.
CAP Canal
10' Landscape Bufferyard
Overall Master Plan Boundary
Adonis MHP
Drainage Channel
Right-of-Way Dedication for Future Moore Rd. Extension by Others
Community Park (5-Ac.)
Rezoning Boundary (165± Ac.)
INTERSTATE 10
MOORE RD. (250')
(150')
ADONIS RD. (150')
The Overall Stonegate Master Plan is Shown for Context
School Site (10-Ac.)
Community Park (5-Ac.)
Community Park (5-Ac.)
10' Landscape Bufferyard
10' Landscape Bufferyard (Drainage Channel also along this Edge)
Mandarina Specific Plan
1/17/22
20by a01
PARADIGM LAND DESIGN LLC
GPO@ParadigmLand.US • (520) 664-4304
In Association With
Bowman
Exhibit III-D-2:
Preliminary Development Plan (PDP)
"G:\Projects\20by Artco Ranch\a01 Rezone\0230\Site Analysis\Exhibits\Exh 3-D-2 PDP.dwg"

E. GRADING CONCEPT

This Property has historically been used for agricultural purposes, and thus contains no hillsides, ridges, rock outcrops, or significant vegetation. During development the Property will be mass graded in coordination with the rest of the Stonegate Master Plan in order to balance the earthwork and provide the necessary slopes for stormwater drainage and wastewater flow.

F. POST-DEVELOPMENT HYDROLOGY

This section of the site analysis was prepared by Bowman Engineering and describes post-development onsite hydrologic and hydraulic characteristics relative to the overall Stonegate Master Plan because the rezoning property is integrally connected to the overall drainage design.

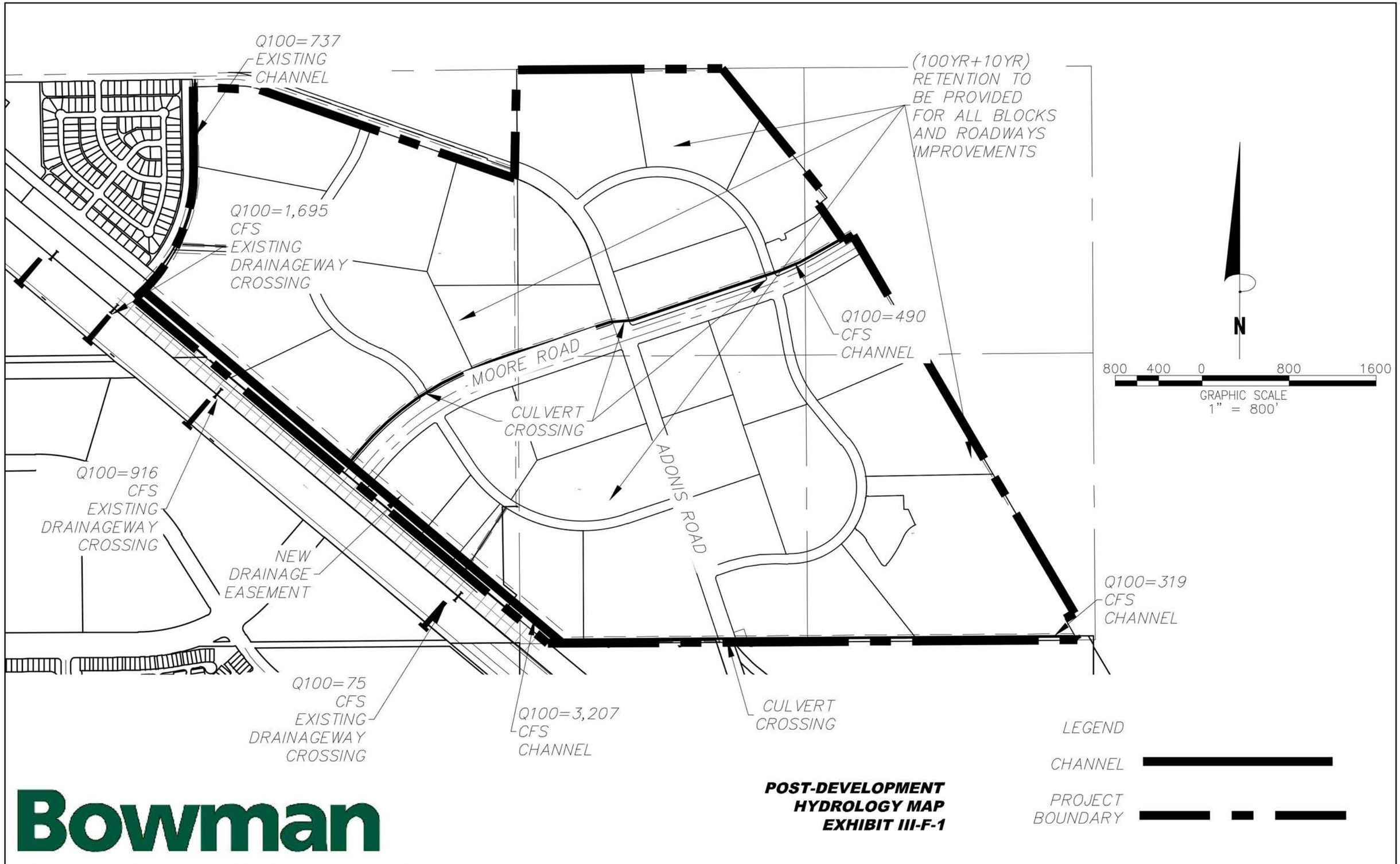
Conveyance of the offsite flows through the development will be provided via new constructed channels, culverts, and basins. To safeguard the site against scour and erosion potential channel banks and culvert ends will be stabilized with materials such as stones, riprap, soil cement or gunite to control erosion.

Important to note, the existing drainage pattern and existing design flows will remain unchanged by discharging some of offsite flows through the existing diversion drainage facilities along the UPRR right-of-way before the remainder offsite flows drain onto the northwest corner of the project. Even so, due to the critical basin retention/detention requirements and in accordance with the Marana design criteria, onsite flow storage will be located throughout the project, to capture the 100-year and 10-year storm events. Said basins have the added benefit of providing more visual access to common areas.

The flow storage basins will ensure the attenuation of the volumetric runoff across the downstream property lines of the site. The large size of the offsite watershed results in a significant time lag of over 20 hours between onsite and offsite time to peak flows. There will be no significant rate runoff flow attenuation at the downstream of the project. Nevertheless, the proposed drainage facilities for the offsite flows and the proposed onsite flow storage basins for the site will avoid any adverse drainage impacts to upstream or downstream properties. Post-development discharges flowing onto the Property will remain the same as under pre-development conditions.

All building pads will be designed to be a minimum of 1 foot above adjacent 100-year flood elevations.

See Exhibit III-F-1: Post-Development Hydrology.



Bowman

POST-DEVELOPMENT
HYDROLOGY MAP
EXHIBIT III-F-1

G. VEGETATION & LANDSCAPING

The Marana Land Development Code, Environmental Resource Preservation, Native Plant and Landscape Requirements, allows for this type of subdivision development. Having been subject to agricultural use for many years, this Property has no existing significant native vegetation anywhere onsite. Native plants will be reintroduced throughout the subdivisions and open space areas in accordance with the Town's landscape design guidelines. A landscape plan will be submitted at the time of plat review. All native plant preservation and landscaping standards will be addressed in accordance with the Town of Marana Town Code.

Open space is primarily located in a number of recreational and drainage-related open spaces throughout the development, all connecting to the regional drainage improvements proposed as part of the Stonegate Master Plan. Landscaping will be installed throughout the open spaces and around the perimeter of the property to meet Marana's perimeter landscape bufferyard standards. All installed landscaping will be drought tolerant per Marana guidelines. Native plants are drought tolerant and uniquely suited for the local climate, and further meet the primary objective of development a sustainable and environmentally sensitive residential community.

H. WILDLIFE

There are no primary wildlife corridors that run through the property.

At least 30 days before grading, a 100% area survey must be completed by a qualified wildlife biologist, for the Sonoran Desert Tortoise and Western Burrowing Owl, with a copy of the survey form send to the Town prior to issuance of a grading permit.

I. VIEWSHEDS

Extraordinary views are not available from or across the property due to existing, relatively flat topography coupled with the distance to surrounding mountain ranges. However, perimeter buffer areas mitigate the project's minimal impacts to surrounding viewsheds.

J. TRAFFIC

As part of the development of the Stonegate Master Plan this project will participate in the construction of Adonis Road, a stretch of Moore Road, and a new collector loop road. This new collector road will serve as the main circulation spine for the proposed subdivisions to access Adonis and Moore. Internal neighborhood streets have been designed to create safe traffic movements throughout the neighborhood. This rezoning is expected to generate up to approximately 7,770 total daily trips based on an estimated ten daily trips per household, which will be accommodated by widening of Adonis Road and construction of Moore Road and the collector loop roads. The expected traffic associated with other parts of the Stonegate Master Plan has been addressed as part of the rezonings of the Tortolita Shadows Specific Plan and Rancho Marana East Specific Plan. However, as the entire Stonegate Master Plan is now proposed for development, the "Stonegate Master Plan Traffic Impact Analysis" by Southwest Traffic Engineering has been prepared and submitted to the Town as a standalone report. The report details phasing of required roadway improvements. The executive summary is shown on the following pages.

Grier Road West of the Property

Traffic Impact Analysis Executive Summary

TORTALITA SHADOWS
MOORE ROAD/ADONIS ROAD
TRAFFIC IMPACT ANALYSIS

Executive Summary

The purpose of this traffic study is to evaluate the current and future transportation system within the project study area surrounding the site without and with the proposed Tortalita Shadows project.

Existing and Future Traffic Data Without and With the Project
The intersection of Tangerine Road/Interstate 10 (I-10) Eastbound Ramps currently experiences delay during the weekday AM peak hour. This delay is expected to continue in 2022, 2027, 2032, 2037, and 2042 without and with traffic from the project.

The intersection of Tangerine Road/I-10 Westbound Ramps is expected to begin experiencing delay during the weekday AM peak hour in 2027 without the project. This delay is expected to continue in 2032, 2037, and 2042 without traffic from the project. The delay is expected to begin in 2022 with traffic from the project and is expected to continue in 2027, 2032, 2037, and 2042.

Cochie Canyon Trail/I-10 Eastbound Ramps are expected to experience inadequate delay in 2022 with the project. This delay is expected to continue in 2027, 2032, 2037, and 2042 with traffic from the project.

The intersection of Cochie Canyon Trail/I-10 Westbound Ramps is expected to operate at an inadequate LOS in 2032, 2037, and 2042 without the project while the delay is expected to begin in 2022 with traffic from the project.

Manderina Boulevard/Tangerine Road is expected to experience delay beginning in 2022 and continue in 2027, 2032, 2037, and 2042 with traffic from the project.

South East Loop Road/Adonis Road is expected to operate at an inadequate LOS in 2022 with traffic from the project. This delay is expected to continue in 2027, 2032, 2037, and 2042 with traffic from the project.

The following intersections are expected to experience delay beginning in 2032 and continuing through 2037 and 2042:

- Adonis Road/Cochie Canyon Trail
- Moore Road/Adonis Road
- Access 7/Adonis Road
- South West Loop Road/Adonis Road
- Access 8/Adonis Road
- South East Loop Road/Adonis Road

Traffic Impact Analysis 6
Tortalita Shadows – Moore Road/Adonis Road

Traffic Impact Analysis Executive Summary (cont'd)

The remaining study intersections currently operate and are expected to continue operating at an adequate LOS during the 20-year study period without and with the project.

Turn Lane Analysis
A northbound right turn lane is warranted at Adonis Road/Cochie Canyon Trail. This turn lane will require 1,150 feet of storage; however, a turn lane of this length is unrealistic to be constructed.

A southbound right turn lane is warranted at Manderina Boulevard/Tangerine Road. This turn lane should be constructed to provide 150 feet of storage with a 180-foot taper to meet Town of Marana (TOM) guidelines.

Eastbound right turn lanes are warranted at Moore Road, Access 7, Access 8, and South East Loop Road on Adonis Road. These turn lanes should be constructed to provide 150 feet of storage with a 180-foot taper to meet TOM guidelines.

The turn lanes at Adonis Road/Cochie Canyon Trail and Manderina Boulevard/Tangerine Road are expected to provide adequate storage for turning vehicles.

Traffic Signal Warrant Analysis
Traffic signal warrant #1 is expected to be met at the intersection of Adonis Road/Cochie Canyon Trail in 2042 with traffic from the project.

Traffic signal warrants #1 and #2 are expected to be met in 2022, 2027, 2032, 2037, and 2042 with traffic from the project at Manderina Boulevard/Tangerine Road.

Mitigation
Mitigation options at the existing I-10 traffic interchanges (TI's) at Cochie Canyon Trail and Tangerine Roads are limited due to the lack of available information about improvements to them being completed by the Arizona Department of Transportation (ADOT) at an unspecified future date. It is expected that once these junctions are reconstructed into modern TI's, the levels of service will improve.

To reduce the delay experienced internally at the project site, roundabouts should be installed at the key intersections along Adonis Road. By installing roundabouts, delays at these intersections are expected be reduced to acceptable levels. Additionally, the impact caused by future project site traffic redirection due to a new TI at Moore Road/I-10 will be reduced due to the omni-directional effeciency such roundabouts can provide.

Recommendations
A westbound right turn lane should be installed at Manderina Boulevard/Tangerine Road.

An eastbound right turn lane should be installed at Adonis Road/Cochie Canyon Trail. These turn lanes should be constructed to provide 150 feet of storage with a 180-foot taper to meet TOM guidelines.

Traffic Impact Analysis Executive Summary (cont'd)

Due to the uncertainty of future traffic flow conditions, the traffic signals warranted at Adonis Road/Cochie Canyon Trail and Manderina Boulevard/Tangerine Road should not be installed. Upon the construction of the Moore Road TI and the subsequent redirection of project site traffic away from the existing study intersections, these warranted traffic signals may no longer be warranted. These intersections should be monitored and reanalyzed when this occurs.

It should be noted that depending on the location and design of the new Tangerine Road TI with I-10, there is a good chance that Manderina Boulevard/Tangerine Road will become a right in/right out only intersection or will require complete removal due to the spanning of the adjacent railroad tracks. Consideration should be given, or plans should be made, to continuing Adonis Road east of Manderina Boulevard, across the Central Arizona Project Canal (CAP) alignment to an intersection at last one quarter mile east of I-10.

During the first phase of the project, Adonis Road and Moore Road will both be constructed as three-lane roadways: a though lane in both directions separated by a two-way center left turn lane. Right-of-way will be set aside on the east side of Adonis Road for future widening to a five-lane roadway cross-section. As Moore Road may not be widened for quite some time, right turn lanes at key intersections along the roadway should be installed during Phase 1. Right of way should be set aside for a five-lane roadway cross section on Moore Road if a new interchange is constructed at I-10 in the future. The southbound right turn lanes on the west side of Adonis Road should also be installed at key intersections during this phase, as the roadway will be widened to the east.

During the second phase of the project, Adonis Road will be widened to a five-lane roadway cross-section: two through lanes in both directions separated by a raised median. This will be done by transitioning the two-way center left turn lane into a southbound through lane, reconstructing the northbound through lane to a raised median, and constructing two northbound through lanes. Northbound right turn lanes at key intersections on the east side of Adonis Road should be installed at this time.

K. PUBLIC UTILITIES

1. Water

   Marana Water will serve this subdivision. An extension of Marana's public water system will be required to be constructed by the developer as part of the development of the overall Stonegate Master Plan. See Exhibit III-K-1: Preliminary Potable Water Plan.

2. Sewer

   Much of the Stonegate Master Plan, including a portion of this Property, will gravity sewer to the recently installed manhole at the Master Plan's southwest corner along Interstate-10. The remainder, also including a portion of this Property, will gravity sewer to a new public lift station to be located southeast of the intersection of Interstate-10 and Moore Road. The wastewater will be pumped from that location to aforementioned manhole. The Town of Marana will be undertaking sewer line capacity improvements further downstream. The developer will provide a sewer master plan model to confirm all system capacities prior to improvement plan submittal. A sewer capacity letter was requested on 12/15/2021 but a response has not yet been received. See Exhibit III-K-2: Preliminary Sewer Plan.

3. Electric

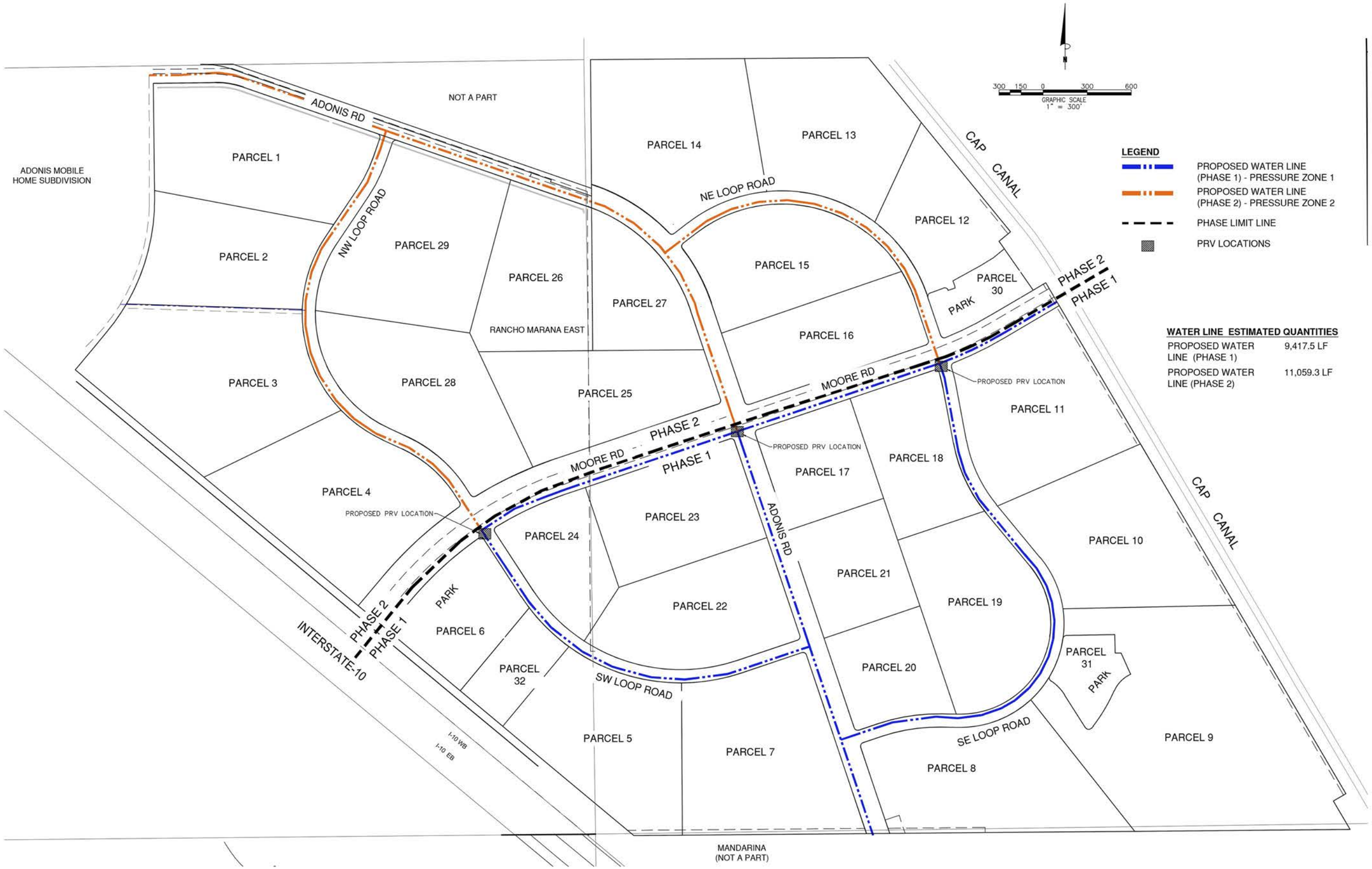
   The property is located within the TRICO service area.

4. Natural Gas

   Southwest Gas will supply natural gas services to this development.

5. Telecommunications

   The development is within the Century Link service area.



WATER LINE ESTIMATED QUANTITIES

PROPOSED WATER LINE (PHASE 1)	9,417.5 LF
PROPOSED WATER LINE (PHASE 2)	11,059.3 LF

Bowman CONSULTING

Bowman Consulting Group, Ltd.
1295 West Washington Ste 108
Tempe, Arizona 85281
Phone: (480) 629-8830
www.bowmanconsulting.com
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PRELIMINARY POTABLE WATER PLAN
STONEGATE
EXHITBIT III-K-1
MARANA, AZ
PIMA COUNTY

PROJECT NUMBER

PLAN STATUS

DATE	DESCRIPTION	
BTH DESIGN	BTH DRAWN	RS CHKD
SCALE	H: 1"=300' V: N/A	
JOB No. 050985-01-001		
DATE : 01/12/22		

SHEET 1 OF 1

CAD FILE NAME: V:\050985 - Tortolita Shadows-Rancho Marana-\050985-01-001 (ENG) - Tortolita Shadows-Rancho Marana\Engineering\Exhibits\050985 Water Exhibit 113021.dwg 01/12/2022

Bowman CONSULTING

Bowman Consulting Group, Ltd.
1295 West Washington Ste 108
Tempe, Arizona 85281
Phone: (480) 629-8830
www.bowmanconsulting.com
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PRELIMINARY SEWER PLAN
STONEGATE
EXHIBIT III-K-2
MARANA, AZ
PIMA COUNTY

PROJECT NUMBER

PLAN STATUS

DATE	DESCRIPTION	
BTH DESIGN	BTH DRAWN	RS CHKD
SCALE	H: 1"=300' V: N/A	
JOB No. 050985-01-001		
DATE : 01/12/22		

SHEET 1 OF 1

CAD FILE NAME: V:\050985 - Tortolita Shadows-Rancho Marana-\050985-01-001 (ENG) - Tortolita Shadows-Rancho Marana\Engineering\Exhibits\050985-Sewer Exhibit 122021.dwg 01/12/2022

L. PUBLIC SERVICE IMPACTS

1. Police

   Stonegate is within Marana's town limits, and law enforcement jurisdiction.

2. Fire

   This project will be protected by the Northwest Fire District once it is annexed into the District.

3. Trash & Recycling

   The Town of Marana does not provide trash and recycling services. The homeowners within Stonegate will contract with a private solid waste pick-up provider.

4. Schools

   The Marana Unified School District uses a student generation factor of 0.25 per home for elementary students and 0.1 per home for secondary students. The District has indicated that is has capacity to serve this development at Estes Elementary School, Marana Middle School and Marana High School. See Exhibit III-L-1: School District Letter, which confirms that nearby Marana school District facilities have capacity for more houses than are currently proposed within this development.

5. Parks

   As discussed in Section I. of this site analysis, recreational opportunities are currently minimal on this side of Interstate-10 in Marana. In response, the Stonegate Master Plan will include a number of neighborhood and community parks to serve the recreational needs of future residents. Please see Section III.M.

Exhibit III-L-1: School District Letter

GOVERNING BOARD

Maribel Lopez, Ed.D., President
Hunter Holt, Vice President
Tom Carlson, Member
John Lewandowski, Member
Dan Post, Member

MARANA
UNIFIED SCHOOL DISTRICT

ADMINISTRATION

Daniel Streeter, Ed.D., Superintendent
Carolyn Dumler, Ed.D., Assistant Superintendent
Kristin Reidy, Assistant Superintendent
Dan Contorno, Chief Financial Officer

July 27, 2021

Paul Oland
Paradigm Land Design

RE: Proposed Development 908 Homes NE of Moore and I-10

Dear Mr. Oland,

Thank you for informing us of the proposed 908 home development NE of Moore Rd. and I-10. Marana Unified School District currently uses a factor of .25 students per home for elementary and .1 students per home for secondary. The 908 homes could generate about 227 elementary and 90 secondary students.

These future potential students would be supported by the following schools with their current enrollment/capacity numbers shown; Estes (514/787), Marana Middle School (1013/1434) and Marana High School (2044/2385). While all schools have capacity for the impact of this proposed development at this time, current growth trends are indicating that future school sites at both the elementary and secondary level may be needed in the near future.

Thank you for supporting the development of quality homes and businesses in our community. Marana Unified School District knows that one of the keys to the continued success of our wonderful community is the quality of our children's education. This belief is held so strongly that we have multiple developers providing the school district with rooftop impact development fees. The district uses these funds to ensure that necessary infrastructure is in place to support growth and maintain an inspiring education for every child. Voluntary developer participation in this process is an invaluable investment in our community. Please contact the Marana Schools Finance Office at 520-682-4756 to learn more about participation.

Please contact Dan Contorno at 520-682-4756, or myself at 520-616-4521 if you have any further questions.

Sincerely,

R Federico

Russell Federico, M.Ed.
Executive Director of Bond and Capital Projects
Marana Unified School District

Inspiring students to learn today and lead tomorrow.

11279 W. Grier Road • Marana, Arizona 85653 • (520) 682-3243 • www.maranausd.org

M. RECREATION & TRAILS

Subdivisions within the Property will include neighborhood parks conveniently located for their future residents and an internal connected network of trails and paths of varying sizes and surface materials that meet Town standards. Public trail easements may be dedicated by future subdivision plats to ensure that the general public has perpetual access through the project area

Image Courtesy the Marana Website

The Mandarina Specific Plan just south of the Property will include a community park. Similarly, the Tortolita Shadows Specific Plan, which is part of the Stonegate Master Plan, will include two community parks that will provide nearby recreational amenities to the Property. Developers of this project will coordinate with adjoining developments to ensure a seamless trail/path network.

The Town recently opened the Central Arizona Project Trailhead located off of Adonis Road, approximately one quarter mile north of Tangerine Road. The Town's Parks & Recreation website describes the trailhead as "the gateway to the CAP trail system that runs north from Marana 17 miles into Pinal County".

Future development within the rezoning area will comply with the recreational area requirements of Section 17-5-3.12 of the Marana Town Code, and a Recreational Area Plan will be submitted at the time of subdivision plat review.

N. CULTURAL, ARCHAEOLOGICAL & HISTORIC RESOURCES

The Property was surveyed for cultural resources by WestLand Resources in May 2021. Six sites of potential significance were identified and are currently the subject of further study in coordination with the Town of Marana's Environmental Services Department.

Council-Regular Meeting **A3**

Meeting Date: 01/17/2023

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: January 17, 2023

Strategic Plan Focus Area:
Vibrant Community

Strategic Plan Focus Area Additional Info:
GOAL: SUPPORT INITIATIVES THAT ENHANCE THE QUALITY OF MARANA NEIGHBORHOODS.
STRATEGY: Accept the U.S. Department of Housing an Urban Development's invitation to become a metropolitan city and operate our own Community Block Grant Program.

Subject: PUBLIC HEARING: Resolution No. 2023-007: Relating to Community and Neighborhood Services; approving and authorizing implementation of the Community Development Block Grant Citizen Participation Plan (Lisa Shafer)

Discussion:

This past September, the Town of Marana received notice from the United States Department of Housing and Urban Development (HUD) that the Town had qualified as a new Metropolitan City and was eligible to start receiving Community Development Block Grant (CDBG) funds directly from HUD. The Town subsequently notified HUD of the Town's commitment to accept the eligibility status and begin the process of developing our 5-year consolidated plan. This past fall, staff hired Crescendo Consulting Group, LLC to assist with drafting our 5-year consolidated plan and all other required HUD documents.

The first step in the plan requires the Town Council to adopt a Citizen Participation Plan (CPP). A draft Citizen Participation Plan was added to the Town website for review and public comment from December 13, 2022 to December 29, 2022. During this time we received two public comments. The first comment was a statement of

support for the Town doing their own CDBG program. The second comment was supportive and also suggested the Town create an advisory group that would meet periodically to recommend/review projects. A virtual public hearing was held on December 28, 2022. Notice of the virtual public hearing and this public hearing before Town Council were posted a minimum of 15 days prior to each meeting, on the Town's website, in person at Town Hall and the Marana Operations Center, on social media, on Nextdoor and in the Daily Territorial. The consultant gave a PowerPoint presentation at the virtual public hearing on the CPP process as well as outlining the remainder of the consolidated plan process. Three members of the public attended this virtual meeting. The questions were primarily on what funding could be used for as well as how outreach would be done.

From January to May 2023, staff and the consultant will continue work on the 5-year consolidated plan, analysis of impediments, and the first-year annual action plan. All the necessary documents will be brought back to the Town Council in early May for consideration and adoption.

Staff Recommendation:

Staff recommends approval of the Community Development Block Grant (CDBG) Citizen Participation Plan.

Suggested Motion:

I move to adopt Resolution No. 2023-007; approving and authorizing implementation of the Community Development Block Grant Citizen Participation Plan.

Attachments

Resolution No. 2023-007

Exhibit A - Draft Citizen Participation Plan

MARANA RESOLUTION NO. 2023-007

RELATING TO COMMUNITY AND NEIGHBORHOOD SERVICES; APPROVING AND AUTHORIZING IMPLEMENTATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT CITIZEN PARTICIPATION PLAN

WHEREAS the Town of Marana recognizes the need to provide safe, affordable housing and neighborhood infrastructure for its citizens and has applied for Community Development Block Grant (CDBG) funding for these purposes; and

WHEREAS for many years, the Town has been a participating jurisdiction in the CDBG and HOME Program funding sponsored by Pima County; and

WHEREAS the 2020 census determined that the population of the Town of Marana is now over 50,000 residents, thereby qualifying the Town of Marana as a Metropolitan City to directly receive CDBG and HOME Program funding; and

WHEREAS in September the Town of Marana received notice from the United States Department of Housing and Urban Development (HUD) that the Town now qualifies as a Metropolitan City and was eligible to receive CDBG funds directly from HUD, rather than from Pima County; and

WHEREAS following the qualification as a Metropolitan City, Town staff began developing a 5-year consolidated plan in coordination with Crescendo Consulting Group, LLC; and

WHEREAS the first step in the plan requires Town Council to adopt a Citizen Participation Plan (CPP); and

WHEREAS during the month of December, both a draft CPP was posted on the Town's website and a public meeting was held for public comment and review; and

WHEREAS the Town Council finds that adoption of the CPP as set forth in this resolution is in the best interests of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS:

SECTION 1. The CPP, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Town Manager is hereby authorized to implement it for and on behalf of the Town of Marana.

SECTION 2. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 17th day of January, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Town of Marana, Arizona
CITIZEN PARTICIPATION PLAN

FINAL FOR TOWN COUNCIL APPROVAL

Community & Neighborhood Services Department
Town of Marana
11555 W Civic Center Drive
Marana, AZ 85653
(520) 382-1926

https://www.maranaaz.gov/community-and-neighborhood-services

This document is being provided in a format accessible to persons with disabilities and/or persons with limited English proficiency upon request.

The Town of Marana prohibits discrimination on the basis of race, religion, sex, sexual orientation, gender identity, color, ancestry, familial status, serious medical condition, national origin, age or disability, spousal affiliation, in Town employment, Town operated programs, services or facilities.

Town of Marana

Citizen Participation Plan, 2023-2027

The Town of Marana (Town), as an entitlement community, is eligible to receive Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). This Citizen Participation Plan (Plan) provides for and encourages citizen participation in the CDBG and HOME programs. This Plan is an essential element of the Town's community development process and has been developed to comply with the regulations of the CDBG and HOME programs as administered by HUD.

The Consolidated Plan is a U.S. Department of Housing and Urban Development (HUD) requirement for a Municipality to receive federal housing and community development funding. The Consolidated Plan report examines the housing and community development needs of a municipality, sets priorities for HUD grant monies to which a Town is entitled, identifies the town's performance in meeting its goals, and establishes a strategic plan for meeting current and future needs. Each Consolidated Plan is also required to have a strategy for citizen participation in the Consolidated Planning process.

The Town of Marana is in the process of preparing its Five-Year Consolidated Plan covering the program years 2023 through 2027. This document constitutes the Citizen Participation Plan for the Town of Marana Consolidated Plan. The Citizen Participation Plan (CPP) describes how citizens will participate in four programmatic areas:

1. Development of the Consolidated Plan,
2. Substantial amendments made to the Consolidated Plan,
3. Development of the Annual Action Plan, and
4. Development of the annual performance report (CAPER).

Purpose of Citizen Participation Plan

The Town of Marana recognizes the importance of public participation in both defining and understanding current housing and community development needs, and prioritizing resources to address those needs. The Town's Citizen Participation Plan is designed to provide citizens of all ages, genders, economic levels, races, ethnicities, and special needs equal access to become involved each year. This document serves as the Town's Citizen Participation Plan for the 2023 Consolidated Plan program year, and all subsequent program years through 2027. This Citizen Participation Plan was drafted in accordance with 24 CFR Sections 91.100 and 91.105 of HUD's Consolidated Plan regulations. In order to ensure maximum participation in the Consolidated Planning process among all populations and needs groups, and in order to ensure that their issues and concerns are adequately addressed, the Town of Marana will follow the standards set forth in its adopted Citizen Participation Plan during development of its Consolidated Plan, Annual Action Plan, Consolidated Annual Performance Evaluation Report (CAPER), and substantial amendments. The participation process will be developed and monitored by the Town of Marana Community & Neighborhood Services Department. The primary objectives of the Town's Five-Year Citizen Participation Plan are to:

- Encourage citizen participation in the development of the Five-Year Consolidated Plan, the Annual Action Plan, the Consolidated Annual Performance Evaluation Report, and substantial amendments with emphasis on participation from individuals and households identified as low to moderate income, residents of slum and blighted areas, minorities, those with limited English proficiency, the disabled and those residing in areas where funding will be utilized.

- Provide citizens with reasonable and timely access to meetings, information and records relating to the Town's plan for utilizing funding in addition to allowing reasonable opportunity to comment on the Five-Year Consolidated Plan, the Action Plan, the Citizen Participation Plan, the Consolidated Annual Performance and Evaluation Report, and substantial amendments.

- Provide technical assistance to groups representative of persons of low to moderate income and of minority populations that request such assistance in developing proposals for funding. As a condition of providing technical assistance, the Town requires that the activities to be addressed in a proposal be consistent with identified community development and housing needs and funding program guidelines, and that funds be available for such activities as may be involved.

- Provide public hearings to obtain citizen views and to provide the Town's responses to proposals and questions at all stages of the community development program year. Public hearings provide for citizen input on community needs, review of proposed uses of funds, and to assess how funds were spent during previous program year.

- Provide substantive written response to every written citizen comment or complaint within fifteen (15) working days of receiving statement (where practicable).

- Endeavor to meet the needs of non-English speaking and Limited Language Proficiency (LEP) residents in the case of public hearings where a significant number of non-English speaking and/or LEP residents can be reasonably expected to participate. When requested no later than 72 hours prior to a public hearing, appropriate provisions will be determined and made that may include translation of pubic hearing comments and documents into the language of the majority of the non-English speaking or LEP residents affected. A Spanish translator will be available at community meetings when requested.

- Provide public hearings at locations accessible to persons with disabilities and make provisions for persons with disabilities when requests are made at least 72 hours business days prior to the hearing.

- Provide and allow a method for citizen participation by virtual hearings and/or hybrid virtual and in-person meetings to reduce barriers for participation, such as transportation. If virtual hearings are used, real-time responses and accommodations for persons with disabilities and/or with limited English proficiency will be made available to the greatest extent possible.

Citizen Participation Plan Development Process and Adoption

The Consolidated Plan process begins with the preparation of the Citizen Participation Plan (CPP) which describes the Plan Development Process. The CPP informs the public about processes and procedures for public access and influence on the Consolidated Plan and Annual Action Plans, and the proposed scheduling for development and submission of the plan.

Copies of the CPP are made available at least two (2) weeks prior to a public hearing at the Town of Marana Municipal Complex and on the Town of Marana website, at https://www.maranaaz.gov/community-and-neighborhood-services. The CPP is also made available during the review of the Consolidated Plan. A virtual public hearing to review the draft Citizen Participation Plan will be held in December 2022. The Citizen Participation Plan will go before Town Council for adoption January 2023.

Prior to the adoption of the Citizen Participation Plan, implementation of the following public comment, review, and adoption procedures ensure that all citizens have a chance to participate in development of the Plan.

i. The Town will provide a notice of the 15-day public review period for the Citizen Participation Plan in local newspapers and on the Town's website.
ii. The proposed Citizen Participation Plan will be available for public review at the Town of Marana Community & Neighborhood Services Department, the Town Clerk's office, and on the Town's website.
iii. Upon request, the Plan will be made accessible to any person with disabilities. The Town will provide a reasonable number of free copies of the Citizen Participation Plan to citizens and groups that request copies.
iv. Comments or views of citizens received in writing during the public review period will be solicited by the Town of Marana staff. Comments can be sent in writing to the attention of Christine Byler, Community & Neighborhood Services Department, 11555 W Civic Center Drive, Marana, AZ 85653. They can also be made by calling (520) 382-1926 or emailing cbyler@maranaaz.gov
iii. The Final Plan will include a summary of public comments and a summary of any comments not accepted and the reasons therefore, all of which will be attached to the final Citizen Participation Plan.

Amendment of the Citizen Participation Plan

The Town will amend its approved Citizen Participation Plan whenever a change in the public participation process, as outlined in this plan, is proposed. An amendment to the approved Citizen Participation Plan will be reviewed and approved by the Town of Marana Town Council. Notice of any amendment to the Citizen Participation Plan will be published in a newspaper of general circulation no less than 15 days prior to the review and adoption to allow the public the opportunity to review and comment on the amendment. Notice will also be given to key housing and community development organizations in the Town before the 15-day comment period begins. The Citizen Participation Plan will be made available in a format accessible to persons with disabilities upon request. Appeals concerning the amendment should follow the Appeal procedures outlined in this document.

Glossary of Relevant Terms

CAPER: The Consolidated Annual Performance and Evaluation Report, as required by HUD regulations, reports the Town's completion of projects and activities as outlined within the Action and Consolidated Plans and the expenditure of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds at the end of the program year.

Consolidated Plan: A five-year plan of the Town's Housing and Community Development needs, resources, priorities, and proposed activities to be undertaken for both the CDBG and HOME programs.

Action Plan: The yearly portion of the Consolidated Plan that identifies the specific activities and projects to be undertaken with CDBG and HOME during that funding/program year by the Town.

CDBG: The Community Development Block Grant Program, as established under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, and the funding received under such program assists communities to address housing and community development needs, primarily for low- and moderate-income residents.

HOME: The HOME Investment Partnerships Program, as established by the Cranston-Gonzalez National Affordable Act of 1990, is designed to provide communities with funding from the U.S. Department of Housing and Urban Development for the creation of affordable housing opportunities through partnerships with other organizations.

Median Family Income (MFI): HUD surveys major metropolitan areas annually to develop an index of median family income by household size.

Low- and Moderate-Income Households - Pursuant to HUD regulations, the primary beneficiaries of the CDBG and HOME programs should be low- and moderate-income households, defined by HUD as follows:

Extremely Low-Income - 0-30% Marana Metropolitan Statistical Area (MSA) Median family income (MFI) adjusted for household size.

Low-Income - 31-50% Marana MSA MFI adjusted for household size.

Moderate-Income - 51-80% Marana MSA MFI adjusted for household size.

Low- and Moderate-Income Neighborhood - Generally defined as a census tract(s) or block group(s) in which a minimum of 51 percent of the residents have an income not exceeding 80 percent of the area median family income.

Relevant Areas and Programs

The Town of Marana 2023–2027 Consolidated Plan covers the geographic area within the Town limits of Marana. The Town is entitled to receive CDBG and HOME funding from HUD during the 2023, 2024, 2025, 2026, and 2027 program years. Each program year coincides with the Town's fiscal year of July 1st to June 30th.

Consolidated Plan Development Public Process

The CPP includes efforts to notify governmental and partnering agencies as well as the affected public about the Plan Development Process and to provide ample opportunity for citizen input at all stages.

Plan Development Schedule

PLAN DEVELOPMENT SCHEDULE*

EVENT	DATE
Issuance of Citizen Participation Plan with Notice of Hearing	December-January
Public Meetings to Solicit Input on Needs and Priorities	January - March
Publication of proposed Consolidated Plan and Action Plan	March - April
Public Hearing on proposed Action Plan & Budget	March - April
Finalization of Consolidated Plan and Action Plan	April
Submit final Proposed Consolidated Plan to the Town Council for Approval	May
Submission of Action Plan application to HUD	May

*Specific dates and locations are provided in published notices, through direct mailings, in publicly accessible locations and on the Town of Marana website.

Citizen Involvement

The 2023-2027 Consolidated Planning processes will offer many opportunities for citizen participation. While the Citizen Participation Plan will aim to ensure the participation of all residents, special assurances will be made to ensure the participation of the following groups:

- extremely low-, low-, and moderate-income persons;
- persons living in areas where CDBG and HOME funds are proposed to be used;
- residents of publicly assisted housing;
- low-income residents of target neighborhoods;
- minorities and persons of color;
- non-English speaking persons;
- persons who are homeless; and
- persons with physical disabilities.

Participation will be solicited and encouraged through the following activities.

Citizen participation hearings

Three public hearings will be held after the publication of the draft Consolidated Plan, with a presentation of the completed Consolidated Plan and Annual Action Plan to the Town Council. Notification of the public hearings will be provided in a newspaper of general circulation and on the Town of Marana website at https://www.maranaaz.gov/community-and-neighborhood-services.

Community meetings

Three Consolidated Plan community meetings (also known as public forums or focus groups) will be held to gather public input about the housing and community development needs of citizens and their neighborhoods. The community meetings will also provide an opportunity for citizens and interested parties to obtain information about the Town's housing and community development programs and eligibility requirements. Town staff will be available at the meetings to provide technical assistance for developing funding proposals for the programs covered by the Consolidated Plan.

Two community meetings will be held in early evenings to accommodate work schedules and persons who rely on public transportation and/or are not comfortable driving at night. The locations will be held in low and moderate income areas of the town. At least one community meeting will be virtual to allow persons who do not have access to transportation or other barriers to participant.

Community residents will be informed of the community meetings using many methods, including distribution of flyers, personal contact with agencies and advocates, and media releases. All sites selected for the meetings are accessible to the physically disabled. Auxiliary aids and services available to community residents may be, but are not limited to, a qualified sign language interpreter, large print materials, audio tape, a note taker, open or closed captioning, assistive listening devices, web site access, etc. This request should be made to the Town's Community & Neighborhood Services Outreach Coordinator in writing, or by phone at (520) 382-1926, at least 72 hours prior to the event where that accommodation is needed. A Spanish translator will be available at community meetings when requested.

Announcements/invitations

Multiple processes will be used to inform citizens, local government officials, advocates, housing and community development officials and providers, organizations serving minority residents, homeless residents, special needs residents, and low income residents, and others about the public hearings and community meetings. Citizens will be given advance notice of the public, postings on the Town website, press releases, emails, and formal publications in in a newspaper of general circulation two weeks prior to public hearings.

Public Comment

Prior to the adoption of a Consolidated Plan, the Town will make available to interested parties the Draft Consolidated Plan and Executive Summary for a comment period of no less than 30 days.

The Draft Consolidated Plan will contain the amount of assistance the Town expects to receive through the HUD CDBG and HOME grants and the activities that are planned for the 2023-2027 Consolidated Planning period. The Draft Plan will also include the Town's policies related to displacement of low- and moderate-income individuals, reducing poverty, removal of lead-based paint hazards, preventing and mitigating homelessness and removing barriers to fair housing choice. The entire proposed Consolidated Plan will be available for viewing at the Town of Marana Community & Neighborhood Services offices, located at 11555 W Civic Center Drive, Marana, AZ 85653 during the full public comment period. The proposed Consolidated Plan will

also be available for viewing on the Town's website, https://www.maranaaz.gov/community-and-neighborhood-services.

Hard copies of the Executive Summary will be available to the public upon request. Upon request, the Plan will be made accessible to any person with disabilities. Citizens or groups that have attended any of the community meetings or public hearings will be notified by mail or email of the Consolidated Plan's availability for comment. The Town will openly consider any comments of individuals or groups received in writing during the Consolidated Planning process or at public hearings. A summary of the written and public hearing comments will be included in the Final Consolidated Plan, along with the Town's response to the comments.

The Town will provide a substantive written response to all written citizen comments and complaints related to the Consolidated Plan, amendments, and the CAPER within 15 working days of receiving the comments and complaints. Copies of the comments and complaints, along with the Town's response will be sent to HUD if they occur outside of the Consolidated Planning process and, as such, do not appear in the Consolidated Plan.

Consolidated Annual Performance and Evaluation Report (CAPER)

Citizen participation

Hard copies of the Draft CAPER will be located at the, Town Clerk's Office, Community & Neighborhood Services Department Offices, and on the Town's website at https://www.maranaaz.gov/community-and-neighborhood-services.

Citizen Comments

Before the Town submits a Consolidated Plan Annual Performance and Evaluation Report (CAPER) to HUD, the Town will make available to interested parties the proposed CAPER for a comment period of no less than 15 days. Citizens will be notified of the CAPER's availability through newspaper notification. The notification will appear in at least one newspaper that is circulated throughout the Town. The notification may be made as part of the Town's notification of the public comment period for the CAPER and will be published two weeks before the CAPER comment period begins.

Each CAPER will be available for review and viewing at the Town of Marana Community & Neighborhood Services Department offices located at 11555 W Civic Center Drive, Marana, AZ 85653 during the full public comment period.

Yearly Action Plans to the Consolidated Plan

Excluding 2023 and any year in which a new Consolidated Plan is adopted by the Town, the yearly Action Plan will be adopted through a Citizen Participation Process in which at least four public hearings are held. The public hearings will be conducted on the following basis:

Initial Community Meetings

There will be two community meetings held at the beginning of the Action Plan process. The community meetings will occur in late fall and/or early winter, generally between November and February each year, and are intended to present the public with an overview of the adopted strategies and priorities of the Consolidated Plan. This will include an overview of allowed activities under the CDBG and HOME programs, as well as an overview of the previous year's Action Plan activities and projects for the Town. The community will also be able to provide their insights on community needs and potential projects. The community meetings will be held at locations throughout the Town, and each will be held in public buildings located in areas that are close to or within the designated low and moderate- income areas of the Town. Additionally, the meetings will be held in buildings that are accessible to all members of the public. The meetings may be hybrid to allow participants to attend the meeting virtually.

Final Action Plan Public Hearings

There will be two public hearings held to gather direct input from the public on the overall proposed activities and programs to be completed as part of that year's Action Plan. The hearings will occur during the 30-day public comment period, generally in late winter or early spring around mid-March to mid-April, prior to consideration of the Action Plan by the Town Council. The hearings will be held at two locations throughout the Town. Additionally, the hearings will be held in buildings that are accessible to all members of the public. Citizens will be given advance notice of the public hearings through notifications in late March, postings on Town agency websites, press releases, emails, and publications in a newspaper of general circulation.

In the event of a national, state or local declared emergency that limits the ability for in person meetings, virtual hearings* will be an allowed method for citizen participation. If virtual hearings are used, real-time responses and accommodations for persons with disabilities and/or with limited English proficiency will be made available to the greatest extent possible.

Citizen Comments

Before the Town submits an Annual Action Plan to HUD, the Town will make available to interested parties the proposed Annual Action Plan for a comment period of no less than 30 days. Citizens will be notified of the Annual Action Plan's availability through newspaper notification. The notification will appear in at least one newspaper of general circulation. The notification may be made as part of the Town's notification of the public comment period for the Annual Action Plan and will be published between two and three weeks before the CAPER comment period begins.

Each Annual Action Plan will be available for review at the Town of Marana Community & Neighborhood Services Department offices, located at 11555 W Civic Center Drive, Marana, AZ 85653 during the full public comment period, and on the Town website, https://www.maranaaz.gov/community-and-neighborhood-services.

Substantial Amendments

Substantial amendments are funding adjustments or reallocations that involve adding, deleting or shifting 20% or more of the approved funds from one eligible activity to another. An eligible activity is defined in 24 CFR Parts 201 through 206. Substantial amendments will be subject to a 30-day comment period following publication of the proposed amendment in a newspaper of general circulation and posting on the Town web site. A summary of comments or views, and a summary of comments and views not accepted and the reasons therefore, will be attached to the substantial amendment.

All other minor changes to activities will be considered informal programmatic amendments and will be so noted in the program file. A copy will be sent to HUD CPD for their information.

The substantially amended sections of the Consolidated Plan or Annual Action Plan will be available for review at the Town of Marana Community & Neighborhood Services office, located at 11555 W Civic Center Drive, Marana, AZ 85653 during the full public comment period. In addition, the substantially amended sections of the Consolidated Plan will be made available on the Town's website, https://www.maranaaz.gov/community-and-neighborhood-services for the full duration of the public comment period.

Disaster/Emergency events that may require expedited substantial amendments

It may be necessary to expedite substantial amendments to the Consolidated Plan in the event of a declared national, state or local disaster or emergency. A declared national, state or local disaster or emergency may include but is not limited to (1) Man-Made-disasters, (2) Natural disasters, and (3) Terrorism. Man-made disasters can include chemical spills, mass rioting, power outages, dam failure, plant explosions, etc. Natural disasters can include earthquakes, tsunamis, hurricanes, tornadoes, wild fires, flooding and public health issues such as wide-spread disease such as the recent coronavirus disease 2019 (COVID-19). Terrorism events include bomb threats, biochemical attacks like the spread of anthrax, or cyber-attacks like hacking, phishing, and virus distribution, etc. man-made disaster. The use of expedited substantial amendments is intended to facilitate the use of funds to protect the health and safety of Town of Marana residents or to prevent, prepare for, and respond to a declared national, state or local disaster/emergency

These expedited substantial amendments may include funding new activities and/or the reprogramming of funds including canceling activities to meet needs resulting from a declared disaster or emergency. Therefore, the Town of Marana may utilize CDBG or HOME funds to meet these needs with a 5-day public comment period instead of a 30-day public comment period, which is otherwise required for substantial amendments.

Potential eligible uses of funds are those that are included in this Citizen Participation Plan, the Consolidated Plan, or any other CDBG or HOME eligible use.

HUD may provide new guidance on eligible uses in which the Town will comply with and may utilize as well.

All eligible CDBG activities, including those to address declared disasters or emergencies, must meet one of three national objectives which are:

(1) Benefit low- and moderate-income (LMI) persons;

(2) Aid in the prevention of slums or blight; and
(3) Meet a need having a particular urgency (referred to urgent need).

The Town of Marana may carryout eligible CDBG activities to meet needs resulting from declared disasters or emergencies under any one of the three national objectives.

Changes in federal funding level

Any changes in federal funding level after the Draft Consolidated Plan or Annual Action Plan's comment period has expired and the resulting effect on the distribution of funds will not be considered an amendment or a substantial amendment.

Consultation with Organizations and Town Agencies

When preparing the Consolidated Plan, the Town will actively consult with public and private agencies that provide housing, health, homeless and social services in order to ensure that the interests and needs of all groups are being adequately addressed. The Town will also make the Consolidated Plan available to surrounding units of local government and its PHA. This consultation will occur through the community meetings, interviews conducted with such organizations including those that provide services to special needs populations and incorporation of data and reports produced by such organizations into the Consolidated Plan.

Public Access to Records

The Town will provide all interested parties with access to information and records related to the Town's Consolidated Plan, Citizen Participation Plan, Annual Action Plan and CAPER, and the Town's use of assistance under all programs covered by the Consolidated Plan during the preceding five years. The public will be provided with reasonable access to housing assistance records according to the Town of Marana Public Records Requests procedures. Persons who would like access to records should contact the Town Clerk's Office in person, on-line, by mail, e-mail or fax. Reasonable accommodation for persons with disabilities will be made upon request. Documents may also be downloaded from the Town of Marana Community & Neighborhood Services Department website.

Complaints and Grievances

The Town of Marana will provide written responses to written complaints and grievances received regarding any aspect of the annual Consolidated Plan federal entitlement grant program within 15 working days, where practicable, of receiving the complaint or grievance. Comments, complaints, and grievances concerning the Consolidated Plan, Annual Action Plan, or CAPER should be addressed to the Community & Neighborhood Services Director.

Appendix: Comments Received

Below are the following comments received during the 15-day public comment period.

In reading the draft citizen participation plan, it struck me that there doesn't seem to be any mechanism for ongoing citizen input other than the "public" meetings. I'd suggest an advisory group that meets periodically to recommend/review proposed projects. I believe it would be most useful if the advisory group were comprised of citizens residing in eligible funding areas as well as other town residents who have an interest and/or expertise in improving/expanding housing options throughout the town, resulting in an overall more economically "balanced" community development process.

I think it is great that Town of Marana will be a participating jurisdiction in the Community Development Block Grant (CDBG) Program of the U.S. Department of Housing and Urban Development (HUD). Low-income families need all the help they can get!

Council-Regular Meeting **A4**

Meeting Date: 01/17/2023

To: Mayor and Council

Submitted For: Jason Angell, Development Services Director

From: Jane Fairall, Town Attorney

Date: January 17, 2023

Strategic Plan Focus Area:
Proactive Public Services

Strategic Plan Focus Area Additional Info:
Foster an open atmosphere that embraces change, creativity, innovation and calculated risk, and maintains the Town's high quality customer service.
GOAL: PRIORITIZE INFRASTRUCTURE AND MAINTENANCE THAT SUPPORT NEW GROWTH AND DEVELOPMENT IN A PROACTIVE AND SUSTAINABLE MANNER
STRATEGY: Study the short and long-term benefits and financial impacts of annexation to inform a Town-wide annexation policy and strategy

Subject: Resolution No. 2023-008: Relating to Annexation; adopting the Town of Marana Annexation Policy (Jason Angell)

Discussion:

The Make Marana General Plan 2040 identified annexation as an area of focus for the Land Use Element. The plan emphasizes directing annexation in a strategic manner, balancing and managing growth, while promoting economic development. The proposed annexation policy on tonight's agenda aligns with the General Plan Goal BE-13-1 to develop an annexation policy to guide consideration and evaluation of annexation proposals, including analysis of the short- and long-term costs and benefits, financial impacts, and economic development benefits represented by the proposal.

The Marana Strategic Plan 5 Focus Area of Proactive Public Services focuses on fostering an open atmosphere that embraces change, creativity, innovation and

calculated risk, and maintains the Town's high quality customer service. The Focus Area includes the goal of prioritizing infrastructure and maintenance that supports new growth and development in a proactive and sustainable manner, with a strategy of studying the short- and long-term benefits and financial impacts of annexation to inform a Town-wide annexation policy and strategy.

The proposed annexation policy establishes criteria for evaluating annexation proposals, with a focus on the practical consequences and costs of providing services to the proposed annexation area. The policy also sets forth a number of policy considerations to be reviewed with each annexation proposal. These policy considerations are designed to assist the Council in a cost-benefit analysis, emphasizing, among other items, the nature and timing of development of the property proposed for annexation, the historical character of the property, and the conditions of roadways and infrastructure in the area of the property.

The proposed policy requires each annexation applicant to submit a financial impact analysis as part of the application submittal. The level of detail and contents of the financial impact analysis will vary with the intensity or complexity of the proposed or existing use of the land, but the analysis will, at a minimum, develop growth projections, assess market issues, measure existing demand for county services, and project future costs of service.

Staff Recommendation:

Staff recommends approval of the Town of Marana Annexation Policy.

Suggested Motion:

I move to adopt Resolution No. 2023-008, approving and authorizing staff to implement the Town of Marana Annexation Policy.

Attachments

Resolution No. 2023-008

Exhibit A - Annexation Policy

MARANA RESOLUTION NO. 2023-008

RELATING TO ANNEXATION; ADOPTING THE TOWN OF MARANA ANNEXATION POLICY

WHEREAS Arizona Revised Statutes (A.R.S.) § 9-471 provides the procedures and criteria for extending the corporate boundaries of a town or city through annexation; and

WHEREAS the Make Marana General Plan 2040 identifies annexation as an area of focus for the Land Use Element, and includes Goal BE-13-1: "Develop and consider adoption of a comprehensive annexation policy to guide consideration and evaluation of annexation proposals, including analysis of the short- and long-term costs and benefits, financial impacts, and economic development benefits represented by the proposal"; and

WHEREAS the Marana Strategic Plan 5 Focus Area of Proactive Public Services includes the goal of prioritizing infrastructure and maintenance that supports new growth and development in a proactive and sustainable manner, with a strategy of studying the short- and long-term benefits and financial impacts of annexation to inform a Town-wide annexation policy and strategy; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interest of the residents of the Town of Marana to adopt the Town of Marana Annexation Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS:

SECTION l. The Town Council hereby approves the Town of Marana Annexation Policy attached to and incorporated by this reference in this Resolution as Exhibit A.

SECTION 2. The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 17th day of January, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA AZ
DEVELOPMENT SERVICES

Annexation Policy

Effective Date:	January 17, 2023
Type of Action:	Adopted by Council Resolution No. 2023-008

Purpose

The purpose of this annexation policy is to identify a process that the Town of Marana will use in making annexation decisions. By employing a prescribed process and specified criteria, the Mayor and Council will obtain the pertinent information to determine whether an annexation is in the best long-term interest of the Town of Marana.

The implementation of this policy will enable the Mayor and Council and Town staff to make decisions that will ultimately result in the efficient delivery of urban services, as well as protect the health and safety of Marana residents. Further, it will allow for the logical extension of Marana's corporate boundaries through annexation of county islands and appropriate adjacent lands.

Although Arizona Revised Statutes govern the annexation process, each entity has its own particular approach to evaluating annexation proposals. The criteria, policies, and procedures described in this document represent the Town of Marana's methodology.

Foundational Documents

The Make Marana General Plan 2040 identifies annexation as an area of focus for the Land Use Element. The plan emphasizes directing annexation in a strategic manner, balancing and managing growth, while promoting economic development (pg. 2-6). This document aligns with the General Plan Goal BE-13-1 “Develop and consider adoption of a comprehensive annexation policy to guide consideration and evaluation of annexation proposals, including analysis of the short- and long-term costs and benefits, financial impacts, and economic development benefits represented by the proposal” (pg. 2-48).

The Marana Strategic Plan 5 Focus Area of Proactive Public Services focuses on fostering an open atmosphere that embraces change, creativity, innovation and calculated risk, and maintains the Town’s high quality customer service. The Focus Area

includes the goal of prioritizing infrastructure and maintenance that supports new growth and development in a proactive and sustainable manner, with a strategy of studying the short- and long-term benefits and financial impacts of annexation to inform a Town-wide annexation policy and strategy.

Arizona State Law

For any proposed annexation, a determination must be made regarding whether the proposed area meets Arizona's legal requirements for annexation. Arizona Revised Statutes (A.R.S.) § 9-471 provides the procedures and criteria for extending the corporate boundaries of a town or city.

Some of the key provisions of state law include the following:

- The territory to be annexed must adjoin the boundary of the annexing town for at least 300 feet. This provision does not apply if the territory considered for annexation is surrounded by the annexing town on at least three sides.
- The size and shape of the parcel to be annexed must be a minimum of 200 feet in width at all points, exclusive of rights-of-way and roadways. The length of the parcel is measured from where the territory adjoins the annexing town to the furthest point of the parcel, and cannot be more than twice the maximum width of the annexed territory. These length and width requirements do not apply if the territory considered for annexation is surrounded by the annexing town on at least three sides.
- A town may annex only unincorporated territory.
- A town cannot annex terroritory if the annexation will result in the creation of a county island.

Criteria for Evaluating Annexations

In any annexation decision, the practical consequences and costs of providing services to the proposed annexation area must be considered. While the annexation of new territory may mean additional state-shared revenue, the additional revenue to be gained must be considered in light of the necessary expenditures to provide services to the annexed area.

The Town will evaluate the following criteria to determine whether it is beneficial to annex an area either at the time of evaluation, or at some point in the future:

1. Ability of the Town to provide basic services to the annexed area in a timely manner, with acceptable revenue-to-cost ratio.[1]

[1] A.R.S. § 9-471 requires the annexing town to have an approved plan, policy, or procedure to provide the annexed territory with appropriate levels of infrastructure and services to serve anticipated new development within ten years after the date when the annexation becomes final.

2. Long-term desirability of the proposed annexation area for purposes of community development and economic growth.

3. Ability of the Town to regulate the types of land uses allowed in the annexed area.[2]

4. Compatibility of the annexation with the General Plan.

5. Whether the annexation area is located in Marana's Planning Area Boundary.

Policy Considerations

The Town will review, at a minimum, the following policy considerations in every annexation proposal:

1. The ability to minimize any short-term subsidies and maximize the long-term benefits of annexation through careful determination of which areas should be annexed and the optimum timing for annexation and development.

2. Whether developed county residential subdivisions should be required to upgrade their infrastructure and facilities through the use of improvement districts or other means prior to annexation.

3. Whether a pre-annexation agreement to specify the infrastructure needs for the development and the schedule for development of the annexed lands should be used.

4. Whether the annexation applicant should be required to bring all roadways adjacent to the annexation territory to Town standards.

5. Whether the annexation will require the Town to extend infrastructure or community services outside of corporate limits.

6. The historical, ecological, and community importance of the annexation area and any potential impacts on community character.

7. Whether and when the Town should initiate discussion with adjoining parcels to encourage group annexation.

Financial Impact Analysis

The Town may require an annexation applicant to submit a financial impact analysis as part of the application submittal. The level of detail and contents of the financial impact

[2] A.R.S. § 9-471 requires an annexing town to adopt zoning classifications that permit densities and uses not greater than those permitted by the county immediately before annexation.

analysis will vary with the intensity or complexity of the proposed or existing use of the land.

The purposes of the analysis are:

- To analyze the potential financial impacts of annexation on Town facilities and services
- To estimate revenues from local sales taxes, state-shared revenues, and other fees
- To assess short- and long-term capital improvement projects needed to serve the area

The financial impact analysis must develop growth projections, assess market issues, measure existing demand for county services, and project future costs of service. Each financial impact analysis will be uniquely developed for the potential annexation area based upon the current or proposed use on the property.

Council-Regular Meeting **D3**

Meeting Date: 01/17/2023

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: January 17, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2023-009: Relating to Administration; approving and authorizing the Mayor to execute the Town Manager's Employment Agreement between the Town of Marana and Terry S. Rozema (Jane Fairall)

Discussion:

On October 20, 2020, the Town Council appointed Terry Rozema to serve as Interim Town Manager. Mr. Rozema previously served as the Chief of the Marana Police Department. On February 2, 2021, the Town Council adopted Resolution No. 2021-015, appointing Mr. Rozema to the position of Town Manager, and entering into an employment agreement with him for an initial term of one year, from February 2, 2021 through February 1, 2022. On February 1, 2022, the Town Council adopted Resolution No. 2022-011, reappointing Mr. Rozema for a one-year term as Town Manager, beginning February 2, 2022, and continuing until February 1, 2023, with all other terms of the agreement remaining the same as in the 2021-2022 employment agreement, including an annual base salary of $200,000, benefits consistent with those enjoyed by other Town employees, and the following additional benefits:

- The Town pays 5% of the Manager's annual income into his deferred compensation account.
- The Manager receives six months' salary as severance pay (plus accrued unused vacation leave and 5% of annual income paid into deferred compensation) if the Town Manager is terminated for convenience within the first 180 days of the term of the Agreement.
- If the Town Manager is terminated for convenience after the first 180 days of the term of this Agreement, the Manager receives severance pay equal to his salary for

the remaining number of months in the term of the agreement (plus accrued unused vacation leave and 5% of annual income paid into deferred compensation)
- The Town Manager's maximum vacation leave accrual is 350 hours (other employees get a maximum of 240 hours).
- The Manager is given use of a Town vehicle.
- The Town Manager may request that the Town purchase up to a cumulative total of 125 hours of the Town Manager's accrued vacation leave from the Town Manager.

A copy of the 2022-2023 Town Manager's Employment Agreement is attached to this agenda item for the Council's information.

Two alternate proposed new agreements are included within the Council packet for consideration. The agreement marked as "Option 1" proposes to maintain the same benefits and terms and conditions as the 2022-2023 agreement, including a one-year term; however, the compensation in the proposed agreement has been left blank for Council consideration and discussion. The agreement marked as "Option 2" allows for a multi-year term and leaves compensation as a blank for Council consideration and discussion. Option 2 also includes a different severance package in section 4.1 of the agreement, if the Town Manager is terminated for convenience prior to the completion of the contract term. The severance package in the 2022-2023 contract, and included in Option 1, as described in the bullets above, is suitable only for a one-year agreement, as it provides that severance pay will decrease if the Town Manager is terminated for convenience after the first 180 days of the contract. Applying the same concept to a multi-year contract would result in an increase in severance pay if termination for convenience occurred after 180 days and prior to the last 180 days of the contract. Therefore, in Option 2, the proposed severance package is six months' salary, regardless of when the termination for convenience occurs. The Council may direct staff to prepare a contract with a different severance package than those provided in Options 1 and 2 as well, and to make any other changes desired by the Council.

An executive session is also scheduled on tonight's agenda to discuss Mr. Rozema's employment and contract if needed.

Financial Impact:

The Town Manager's Office department budget has adequate existing budgetary capacity to pay for the Town Manager's salary and benefits.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

Option 1: I move to adopt Resolution No. 2023-009, approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Town Manager Terry S. Rozema as set forth in Option 1 with a term of one year and a salary of $_____.

OR

Option 2: I move to adopt Resolution No. 2023-009, approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Town Manager Terry S. Rozema as set forth in Option 2 with a term of _____ years and a salary of $_____.

Attachments

Resolution No. 2022-009
Option 1 - One-year agreement
Option 2 - Multi-year Agreement
2022-2023 Town Manager Agreement

MARANA RESOLUTION NO. 2023-009

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE TOWN MANAGER'S EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND TERRY S. ROZEMA

WHEREAS the Town Council is authorized to appoint a town manager pursuant to A.R.S. § 9-239 and Marana Town Code sections 3-1-2 (A) and 3-2-1; and

WHEREAS by motion adopted on October 20, 2020, the Town Council appointed Terry S. Rozema to the position of interim town manager effective immediately; and

WHEREAS on February 2, 2021, the Town Council adopted Resolution No. 2021-015, appointing Mr. Rozema to the position of town manager, and entering into an employment agreement with Mr. Rozema for an initial term of one year, from February 2, 2021 through February 1, 2022; and

WHEREAS on February 1, 2022, the Town Council adopted Resolution No. 2022-011, reappointing Mr. Rozema to the position of town manager, and entering into an employment agreement with Mr. Rozema for a term of one year, from February 2, 2022 through February 1, 2023; and

WHEREAS the Town Council now desires to enter into a new employment agreement with Mr. Rozema to set the terms and conditions of his continued employment as town manager.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the employment agreement attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of January, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

TOWN MANAGER'S EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND TERRY S. ROZEMA

This Employment Agreement (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and TERRY S. ROZEMA (the "Town Manager"). The Town and the Town Manager are collectively referred to in this Agreement as the "Parties," and each is sometimes individually referred to as a "Party."

RECITALS

A. The Town Council is authorized to appoint a town manager pursuant to A.R.S. § 9-239 and Marana Town Code sections 3-1-2 (A) and 3-2-1.

B. The Town Manager's education, training, and experience qualify him to provide the professional services sought by the Town.

C. By motion adopted on October 20, 2020, the Town Council appointed the Town Manager to the position of interim town manager of the Town effective immediately.

D. On February 2, 2021, the Town Council adopted Resolution No. 2021-015, appointing the Town Manager to the position of town manager, and entering into an employment agreement with the Town Manager for an initial term of one year, from February 2, 2021 through February 1, 2022.

E. On February 1, 2022, the Town Council adopted Resolution No. 2022-011, reappointing Mr. Rozema to the position of town manager, and entering into an employment agreement with Mr. Rozema for a term of one year, from February 2, 2022 through February 1, 2023.

F. The Parties now desire to enter into a new employment agreement to set the terms and conditions of the Town Manager's employment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the Parties agree as follows:

Article 1. Term

1.1. Term. This Agreement shall be effective on February 2, 2023, and shall continue in full force and effect until February 1, 2024, unless it is sooner terminated by either Party pursuant to Article 4 below. If this Agreement expires at the end of this term with no Town Council action to renew or extend it, the Town Manager's employment shall terminate and the Town Manager shall be entitled to no further salary or benefits from

the Town, except that all earned and unpaid salary and benefits and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager.

1.2. Severance Provision Term. The provisions of paragraph 4.1 below relating to the payment of severance benefits shall remain in full force and effect throughout the term of this Agreement to the extent permitted by Arizona law.

Article 2. Duties and Performance

2.1. Standards of Performance. The Town Manager shall render professional Town management services to the Town. The Town Manager shall be under the administrative supervision and control of the Town Council, subject to his compliance at all times with federal, state and local law, and the International City/County Management Association Code of Ethics.

2.2. Full-Time Work. The Town Manager shall devote his full working professional time and attention to the management of the Town of Marana. During his employment by the Town, the Town Manager shall not, without written consent of the Town, directly or indirectly render services of a professional nature to or for any person or firm for compensation, or engage in any practice or professional endeavor that compromises the interests of the Town. However, the expenditure of reasonable time and resources for civic, community, non-municipal political or professional activities shall not be deemed a breach of this provision.

2.3. Annual Goals and Objectives. Annually, the Town Council and the Town Manager shall define such goals and performance objectives that they determine necessary for the proper operation of the Town and in the attainment of the Town Council's policy objectives and shall further establish a relative priority among those various goals and objectives. The goals and objectives shall be reduced to writing. The goals shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations.

Article 3. Compensation and Benefits

3.1. Salary. The Town shall pay the Town Manager an annual salary of $_____, beginning on the effective date of this Agreement, which is February 2, 2023.

3.2. Deferred Compensation. The Town shall execute all necessary documentation allowing the Town Manager to enroll in a qualified deferred compensation plan and the Town shall contribute an amount equal to 5% of the Town Manager's annual salary.

3.3. Expenses. The Town shall reimburse the Town Manager for all reasonable travel and business expenses incurred by the Town Manager in the performance of his duties, in accordance with the general policies of the Town. Reasonable business expenses shall include, but are not limited to, costs incurred to meet and dine with individuals and groups involved in or sought out to be involved in Town development or economic

development activities. The Town shall pay for the Town Manager's attendance at a reasonable number of professional or municipal conferences, specifically including reimbursement for professional association dues and one annual International City/County Management Association (ICMA) conference and appropriate State professional conferences. The Manager is encouraged to participate in civic activities. The Town shall sponsor and pay for membership dues and fees for the Manager's involvement in local service organizations.

3.4. Indemnification. The Town shall indemnify, defend, and hold the Town Manager harmless from all liability for damages, court costs, litigation expenses, and attorney fees which arise out of acts or omissions of the Town Manager committed within the course and scope of the Town Manager's employment. The Town Manager shall have the rights set forth under Town Code Section 2-10-2 as it currently exists, and any amendment that limits or reduces the protection of the Town Manager during the duration of this Agreement shall not apply.

3.5. Liability Coverage. The Town shall maintain comprehensive liability coverage effectively covering the Town Manager against any and all claims associated with the reasonable performance of the Town Manager's responsibilities within the scope of his employment.

3.6. Fidelity Bond. The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager.

3.7. Holidays. The Town Manager shall be entitled to the same paid holidays to which other employees of the Town are entitled, as provided in the Personnel Policies and Procedures.

3.8. Managed Time Off (MTO) Leave. The Town Manager shall be entitled to the same managed time off (MTO) leave allocations as are afforded to department directors of the Town, including an additional 40 hours of MTO leave per calendar year, as provided in the Town's Personnel Policies and Procedures.

3.9. Vacation Leave. The Town Manager shall accrue vacation leave at the rate of 6.15 hours per pay period, and upon termination of employment shall receive pay for accrued but unused vacation leave in the same manner and amount as provided for all other Town employees under the Town's Personnel Policies and Procedures. The 240-hour cap on vacation leave established by the Town's Personnel Policies and Procedures shall not apply to the Town Manager, and is hereby replaced with a total vacation leave accrual cap of 350 hours.

3.9.1. At any time during the term of this Agreement, the Town Manager may request that the Town purchase, at the applicable salary rate set forth in paragraph 3.1 above, up to a cumulative total of 125 hours of the Town Manager's accrued vacation leave from the Town Manager.

3.10. Tuition Reimbursement. The Town shall provide the same tuition reimbursement to the Town Manager as is available generally to Town employees

under Policy 6-2 of the Town's Personnel Policies and Procedures. The Mayor shall perform all functions normally undertaken by the department head, human resources director or town manager under Policy 6-2 for purposes of reviewing and approving tuition reimbursement requests by the Town Manager.

3.11. Use of Town Vehicle. The Town Manager's duties require that he shall at all times during his employment with the Town have use of an automobile provided to him by the Town for Town business. The Town Manager may transport guests of the Town Manager within or outside the Town's corporate limits. The Town Manager is permitted to make incidental personal use of the Town Vehicle, including by way of example stopping for personal business on the way to or from official Town business.

3.12. Health and Other Insurance; Retirement Plan; Other Benefits. Except as otherwise amended or expanded by this Agreement, the Town Manager shall receive all insurance, retirement, and other benefits afforded to all other Town employees.

3.13. Work Hours. The Town recognizes that the Town Manager must devote a great deal of time outside normal office hours to the business of the Town. The Town Manager may adjust his office hours as he shall deem appropriate so long as he is reasonably available and the management of the Town is not harmed.

Article 4. Termination.

4.1. Termination by the Town for Convenience. The Town may terminate the Town Manager's employment for convenience. For purposes of this Agreement, termination for "convenience" means termination for any reason other than for "cause" (see paragraph 4.2 below). If the Town terminates the Town Manager's employment for convenience, then this Agreement shall terminate, and the Town shall pay the Town Manager severance benefits as set forth in this paragraph 4.1.

4.1.1. If the Town terminates the Town Manager's employment for convenience within the first 180 days of the term of this Agreement, the Town shall pay the Town Manager:

4.1.1.1. A lump sum severance payment equal to six months of the Town Manager's salary; and

4.1.1.2. A lump sum contribution to the Town Manager's deferred compensation plan (see paragraph 3.2 above) in the amount of 5% of the Town Manager's then-existing annual salary. If the Town is unable to make the lump sum contribution, or any portion of the lump sum contribution, to the Town Manager's deferred compensation plan because the contribution would exceed the maximum contribution allowable by law for the calendar year for the Town Manager's deferred compensation plan, the Town shall make a payment in the amount set forth in this paragraph, or in the remaining portion of that amount not able to be contributed to the deferred compensation plan, directly to the Town Manager; and

4.1.1.3. A lump sum payment for the Town Manager's accrued unused vacation leave (see paragraph 3.9 above).

4.1.2. If the Town terminates the Town Manager's employment for convenience after the first 180 days of the term of this Agreement, the Town shall pay the Town Manager:

4.1.2.1. A lump sum severance payment equal to the Town Manager's salary for the number of months remaining in the term of the Agreement. By way of illustration and not limitation, if the Town Manager is terminated with three months remaining in the term of this Agreement, the Town will pay the Town Manager a lump sum severance payment equal to three months of the Town Manager's salary; and

4.1.2.2. A lump sum contribution to the Town Manager's deferred compensation plan (see paragraph 3.2 above) in the amount of 5% of the Town Manager's then-existing annual salary. If the Town is unable to make the lump sum contribution, or any portion of the lump sum contribution, to the Town Manager's deferred compensation plan because the contribution would exceed the maximum contribution allowable by law for the calendar year for the Town Manager's deferred compensation plan, the Town shall make a payment in the amount set forth in this paragraph, or in the remaining portion of that amount not able to be contributed to the deferred compensation plan, directly to the Town Manager; and

4.1.2.3. A lump sum payment for the Town Manager's accrued unused vacation leave (see paragraph 3.9 above).

4.2. Termination by the Town for Cause. The Town may terminate the Town Manager's employment for cause. For purposes of this Agreement, termination for "cause" is defined as (i) the commission of a criminal offense; (ii) the commission of an immoral act or other behavior, whether on or off duty, which brings the Town into disrepute, embarrasses the Town publicly, or raises questions about the Town Manager's fitness to serve in his role as Town Manager; (iii) non-performance of a required duty; or (iv) any similarly serious reason for termination. If the Town terminates the Town Manager's employment for "cause," then this Agreement shall terminate. All salary payable to the Town Manager under this Agreement shall immediately cease, except that all earned but unpaid salary and benefits, and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager. The Town Manager shall not be eligible for any severance payment or benefits payable under paragraph 4.1 above.

4.3. Termination by the Town Manager. The Town Manager may terminate his employment at any time, for any reason or for no reason, by delivering to the Mayor and Council a written notice at least 30 days in advance of his requested termination

date. If the Town Manager terminates his employment, this Agreement shall terminate upon the termination date, and the following terms shall apply:

4.3.1. All salary payable to the Town Manager under this Agreement shall cease upon the date of termination of employment. All earned and unpaid salary and benefits and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager. The Town may, in its sole discretion, elect to accelerate the Town Manager's departure date from the Town upon receipt of the Town Manager's notice. In that event, the Town Manager shall be paid through the accelerated termination date chosen by the Town. The Town Manager shall not be eligible for any severance payment or benefits payable under paragraph 4.1 above.

4.3.2. In the Town's sole discretion, the Town may request that the Town Manager make himself reasonably available, as needed by the Town, for consulting purposes for a period of three months after termination of employment. In that event, the Town and the Town Manager shall enter into a separate agreement for the purpose of compensating the Town Manager on an hourly basis for his services, at a rate equivalent to his compensation and benefits earned with the Town pursuant to this Agreement.

Article 5. General Terms and Conditions.

5.1. Recitals. The recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here by reference.

5.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Agreement.

5.3. Severability. If any provision of this Agreement is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provisions as may be possible and still be legal, valid, and enforceable, and this Agreement shall be deemed reformed accordingly.

5.4. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

5.5. Interpretation. This Agreement has been negotiated by the Town and the Town Manager, and neither Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

5.6. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their respective signatures.

TOWN:

THE TOWN OF MARANA,
an Arizona municipal corporation

By:_____
Ed Honea, Mayor

Date:_____

TOWN MANAGER:

TERRY S. ROZEMA

By:_____
Terry S. Rozema

Date:_____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

TOWN MANAGER'S EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND TERRY S. ROZEMA

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RECITALS

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B. The Town Manager's education, training, and experience qualify him to provide the professional services sought by the Town.

C. By motion adopted on October 20, 2020, the Town Council appointed the Town Manager to the position of interim town manager of the Town effective immediately.

D. On February 2, 2021, the Town Council adopted Resolution No. 2021-015, appointing the Town Manager to the position of town manager, and entering into an employment agreement with the Town Manager for an initial term of one year, from February 2, 2021 through February 1, 2022.

E. On February 1, 2022, the Town Council adopted Resolution No. 2022-011, reappointing Mr. Rozema to the position of town manager, and entering into an employment agreement with Mr. Rozema for a term of one year, from February 2, 2022 through February 1, 2023.

F. The Parties now desire to enter into a new employment agreement to set the terms and conditions of the Town Manager's employment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the Parties agree as follows:

Article 1. Term

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salary or benefits from the Town, except that all earned and unpaid salary and benefits and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager.

1.2. Severance Provision Term. The provisions of paragraph 4.1 below relating to the payment of severance benefits shall remain in full force and effect throughout the term of this Agreement to the extent permitted by Arizona law.

Article 2. Duties and Performance

2.1. Standards of Performance. The Town Manager shall render professional Town management services to the Town. The Town Manager shall be under the administrative supervision and control of the Town Council, subject to his compliance at all times with federal, state and local law, and the International City/County Management Association Code of Ethics.

2.2. Full-Time Work. The Town Manager shall devote his full working professional time and attention to the management of the Town of Marana. During his employment by the Town, the Town Manager shall not, without written consent of the Town, directly or indirectly render services of a professional nature to or for any person or firm for compensation, or engage in any practice or professional endeavor that compromises the interests of the Town. However, the expenditure of reasonable time and resources for civic, community, non-municipal political or professional activities shall not be deemed a breach of this provision.

2.3. Annual Goals and Objectives. Annually, the Town Council and the Town Manager shall define such goals and performance objectives that they determine necessary for the proper operation of the Town and in the attainment of the Town Council's policy objectives and shall further establish a relative priority among those various goals and objectives. The goals and objectives shall be reduced to writing. The goals shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations.

Article 3. Compensation and Benefits

3.1. Salary. The Town shall pay the Town Manager an annual salary of $_____, beginning on the effective date of this Agreement, which is February 2, 2023.

3.2. Deferred Compensation. The Town shall execute all necessary documentation allowing the Town Manager to enroll in a qualified deferred compensation plan and the Town shall contribute an amount equal to 5% of the Town Manager's annual salary.

3.3. Expenses. The Town shall reimburse the Town Manager for all reasonable travel and business expenses incurred by the Town Manager in the performance of his duties, in accordance with the general policies of the Town. Reasonable business expenses shall include, but are not limited to, costs incurred to meet and dine with individuals and groups involved in or sought out to be involved in Town development or economic

development activities. The Town shall pay for the Town Manager's attendance at a reasonable number of professional or municipal conferences, specifically including reimbursement for professional association dues and one annual International City/County Management Association (ICMA) conference and appropriate State professional conferences. The Manager is encouraged to participate in civic activities. The Town shall sponsor and pay for membership dues and fees for the Manager's involvement in local service organizations.

3.4. Indemnification. The Town shall indemnify, defend, and hold the Town Manager harmless from all liability for damages, court costs, litigation expenses, and attorney fees which arise out of acts or omissions of the Town Manager committed within the course and scope of the Town Manager's employment. The Town Manager shall have the rights set forth under Town Code Section 2-10-2 as it currently exists, and any amendment that limits or reduces the protection of the Town Manager during the duration of this Agreement shall not apply.

3.5. Liability Coverage. The Town shall maintain comprehensive liability coverage effectively covering the Town Manager against any and all claims associated with the reasonable performance of the Town Manager's responsibilities within the scope of his employment.

3.6. Fidelity Bond. The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager.

3.7. Holidays. The Town Manager shall be entitled to the same paid holidays to which other employees of the Town are entitled, as provided in the Personnel Policies and Procedures.

3.8. Managed Time Off (MTO) Leave. The Town Manager shall be entitled to the same managed time off (MTO) leave allocations as are afforded to department directors of the Town, including an additional 40 hours of MTO leave per calendar year, as provided in the Town's Personnel Policies and Procedures.

3.9. Vacation Leave. The Town Manager shall accrue vacation leave at the rate of 6.15 hours per pay period, and upon termination of employment shall receive pay for accrued but unused vacation leave in the same manner and amount as provided for all other Town employees under the Town's Personnel Policies and Procedures. The 240-hour cap on vacation leave established by the Town's Personnel Policies and Procedures shall not apply to the Town Manager, and is hereby replaced with a total vacation leave accrual cap of 350 hours.

3.9.1. At any time during the term of this Agreement, the Town Manager may request that the Town purchase, at the applicable salary rate set forth in paragraph 3.1 above, up to a cumulative total of 125 hours of the Town Manager's accrued vacation leave from the Town Manager.

3.10. Tuition Reimbursement. The Town shall provide the same tuition reimbursement to the Town Manager as is available generally to Town employees

under Policy 6-2 of the Town's Personnel Policies and Procedures. The Mayor shall perform all functions normally undertaken by the department head, human resources director or town manager under Policy 6-2 for purposes of reviewing and approving tuition reimbursement requests by the Town Manager.

3.11. Use of Town Vehicle. The Town Manager's duties require that he shall at all times during his employment with the Town have use of an automobile provided to him by the Town for Town business. The Town Manager may transport guests of the Town Manager within or outside the Town's corporate limits. The Town Manager is permitted to make incidental personal use of the Town Vehicle, including by way of example stopping for personal business on the way to or from official Town business.

3.12. Health and Other Insurance; Retirement Plan; Other Benefits. Except as otherwise amended or expanded by this Agreement, the Town Manager shall receive all insurance, retirement, and other benefits afforded to all other Town employees.

3.13. Work Hours. The Town recognizes that the Town Manager must devote a great deal of time outside normal office hours to the business of the Town. The Town Manager may adjust his office hours as he shall deem appropriate so long as he is reasonably available and the management of the Town is not harmed.

Article 4. Termination.

4.1. Termination by the Town for Convenience. The Town may terminate the Town Manager's employment for convenience. For purposes of this Agreement, termination for "convenience" means termination for any reason other than for "cause" (see paragraph 4.2 below). If the Town terminates the Town Manager's employment for convenience, then this Agreement shall terminate, and the Town shall pay the Town Manager severance benefits as follows:

4.1.1. A lump sum severance payment equal to six months of the Town Manager's salary; and

4.1.2. A lump sum contribution to the Town Manager's deferred compensation plan (see paragraph 3.2 above) in the amount of 5% of the Town Manager's then-existing annual salary. If the Town is unable to make the lump sum contribution, or any portion of the lump sum contribution, to the Town Manager's deferred compensation plan because the contribution would exceed the maximum contribution allowable by law for the calendar year for the Town Manager's deferred compensation plan, the Town shall make a payment in the amount set forth in this paragraph, or in the remaining portion of that amount not able to be contributed to the deferred compensation plan, directly to the Town Manager; and

4.1.3. A lump sum payment for the Town Manager's accrued unused vacation leave (see paragraph 3.9 above).

4.2. Termination by the Town for Cause. The Town may terminate the Town Manager's employment for cause. For purposes of this Agreement, termination for

"cause" is defined as (i) the commission of a criminal offense; (ii) the commission of an immoral act or other behavior, whether on or off duty, which brings the Town into disrepute, embarrasses the Town publicly, or raises questions about the Town Manager's fitness to serve in his role as Town Manager; (iii) non-performance of a required duty; or (iv) any similarly serious reason for termination. If the Town terminates the Town Manager's employment for "cause," then this Agreement shall terminate. All salary payable to the Town Manager under this Agreement shall immediately cease, except that all earned but unpaid salary and benefits, and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager. The Town Manager shall not be eligible for any severance payment or benefits payable under paragraph 4.1 above.

4.3. Termination by the Town Manager. The Town Manager may terminate his employment at any time, for any reason or for no reason, by delivering to the Mayor and Council a written notice at least 30 days in advance of his requested termination date. If the Town Manager terminates his employment, this Agreement shall terminate upon the termination date, and the following terms shall apply:

4.3.1. All salary payable to the Town Manager under this Agreement shall cease upon the date of termination of employment. All earned and unpaid salary and benefits and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager. The Town may, in its sole discretion, elect to accelerate the Town Manager's departure date from the Town upon receipt of the Town Manager's notice. In that event, the Town Manager shall be paid through the accelerated termination date chosen by the Town. The Town Manager shall not be eligible for any severance payment or benefits payable under paragraph 4.1 above.

4.3.2. In the Town's sole discretion, the Town may request that the Town Manager make himself reasonably available, as needed by the Town, for consulting purposes for a period of three months after termination of employment. In that event, the Town and the Town Manager shall enter into a separate agreement for the purpose of compensating the Town Manager on an hourly basis for his services, at a rate equivalent to his compensation and benefits earned with the Town pursuant to this Agreement.

Article 5. General Terms and Conditions.

5.1. Recitals. The recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here by reference.

5.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Agreement.

5.3. Severability. If any provision of this Agreement is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provisions as may be possible and still be legal, valid, and enforceable, and this Agreement shall be deemed reformed accordingly.

5.4. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

5.5. Interpretation. This Agreement has been negotiated by the Town and the Town Manager, and neither Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

5.6. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their respective signatures.

TOWN:

THE TOWN OF MARANA,
an Arizona municipal corporation

By:_____
Ed Honea, Mayor

Date:_____

TOWN MANAGER:

TERRY S. ROZEMA

By:_____
Terry S. Rozema

Date:_____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA RESOLUTION NO. 2022-011

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE TOWN MANAGER'S EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND TERRY S. ROZEMA

WHEREAS the Town Council is authorized to appoint a town manager pursuant to A.R.S. § 9-239 and Marana Town Code sections 3-1-2 (A) and 3-2-1; and

WHEREAS by motion adopted on October 20, 2020, the Town Council appointed Terry S. Rozema to the position of interim town manager effective immediately; and

WHEREAS on February 2, 2021, the Town Council adopted Resolution No. 2021-015, appointing Mr. Rozema to the position of town manager, and entering into an employment agreement with Mr. Rozema for an initial term of one year, from February 2, 2021 through February 1, 2022; and

WHEREAS the Town Council now desires to enter into a new employment agreement with Mr. Rozema to set the terms and conditions of his continued employment as town manager.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the employment agreement attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of February, 2022.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

MARANA AZ
ESTABLISHED 1977

TOWN MANAGER'S EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND TERRY S. ROZEMA

This Employment Agreement (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and TERRY S. ROZEMA (the "Town Manager"). The Town and the Town Manager are collectively referred to in this Agreement as the "Parties," and each is sometimes individually referred to as a "Party."

RECITALS

A. The Town Council is authorized to appoint a town manager pursuant to A.R.S. § 9-239 and Marana Town Code sections 3-1-2 (A) and 3-2-1.

B. The Town Manager's education, training, and experience qualify him to provide the professional services sought by the Town.

C. By motion adopted on October 20, 2020, the Town Council appointed the Town Manager to the position of interim town manager of the Town effective immediately.

D. On February 2, 2021, the Town Council adopted Resolution No. 2021-015, appointing the Town Manager to the position of town manager, and entering into an employment agreement with the Town Manager for an initial term of one year, from February 2, 2021 through February 1, 2022.

E. The Parties now desire to enter into a new employment agreement to set the terms and conditions of the Town Manager's employment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the Parties agree as follows:

Article 1. Term

1.1. Term. This Agreement shall be effective on February 2, 2022, and shall continue in full force and effect for one year until February 1, 2023, unless it is sooner terminated by either Party pursuant to Article 4 below. If this Agreement expires at the end of this one-year term with no Town Council action to renew or extend it, the Town Manager's employment shall terminate and the Town Manager shall be entitled to no further salary or benefits from the Town, except that all earned and unpaid salary and benefits and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager.

1.2. Severance Provision Term. The provisions of paragraph 4.1 below relating to the payment of severance benefits shall remain in full force and effect throughout the term of this Agreement to the extent permitted by Arizona law.

Article 2. Duties and Performance

2.1. Standards of Performance. The Town Manager shall render professional Town management services to the Town. The Town Manager shall be under the administrative supervision and control of the Town Council, subject to his compliance at all times with federal, state and local law, and the International City/County Management Association Code of Ethics.

2.2. Full-Time Work. The Town Manager shall devote his full working professional time and attention to the management of the Town of Marana. During his employment by the Town, the Town Manager shall not, without written consent of the Town, directly or indirectly render services of a professional nature to or for any person or firm for compensation, or engage in any practice or professional endeavor that compromises the interests of the Town. However, the expenditure of reasonable time and resources for civic, community, non-municipal political or professional activities shall not be deemed a breach of this provision.

2.3. Annual Goals and Objectives. Annually, the Town Council and the Town Manager shall define such goals and performance objectives that they determine necessary for the proper operation of the Town and in the attainment of the Town Council's policy objectives and shall further establish a relative priority among those various goals and objectives. The goals and objectives shall be reduced to writing. The goals shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations.

Article 3. Compensation and Benefits

3.1. Salary. The Town shall pay the Town Manager an annual salary of $200,000, beginning on the effective date of this Agreement.

3.2. Deferred Compensation. The Town shall execute all necessary documentation allowing the Town Manager to enroll in a qualified deferred compensation plan and the Town shall contribute an amount equal to 5% of the Town Manager's annual salary.

3.3. Expenses. The Town shall reimburse the Town Manager for all reasonable travel and business expenses incurred by the Town Manager in the performance of his duties, in accordance with the general policies of the Town. Reasonable business expenses shall include, but are not limited to, costs incurred to meet and dine with individuals and groups involved in or sought out to be involved in Town development or economic development activities. The Town shall pay for the Town Manager's attendance at a reasonable number of professional or municipal conferences, specifically including reimbursement for professional association dues and one annual International City/County Management Association (ICMA) conference and appropriate State professional conferences. The Manager is encouraged to participate in civic activities.

The Town shall sponsor and pay for membership dues and fees for the Manager's involvement in local service organizations.

3.4. Indemnification. The Town shall indemnify, defend, and hold the Town Manager harmless from all liability for damages, court costs, litigation expenses, and attorney fees which arise out of acts or omissions of the Town Manager committed within the course and scope of the Town Manager's employment. The Town Manager shall have the rights set forth under Town Code Section 2-10-2 as it currently exists, and any amendment that limits or reduces the protection of the Town Manager during the duration of this Agreement shall not apply.

3.5. Liability Coverage. The Town shall maintain comprehensive liability coverage effectively covering the Town Manager against any and all claims associated with the reasonable performance of the Town Manager's responsibilities within the scope of his employment.

3.6. Fidelity Bond. The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager.

3.7. Holidays. The Town Manager shall be entitled to the same paid holidays to which other employees of the Town are entitled, as provided in the Personnel Policies and Procedures.

3.8. Managed Time Off (MTO) Leave. The Town Manager shall be entitled to the same managed time off (MTO) leave allocations as are afforded to department directors of the Town, including an additional 40 hours of MTO leave per calendar year, as provided in the Town's Personnel Policies and Procedures.

3.9. Vacation Leave. The Town Manager shall accrue vacation leave at the rate of 6.15 hours per pay period, and upon termination of employment shall receive pay for accrued but unused vacation leave in the same manner and amount as provided for all other Town employees under the Town's Personnel Policies and Procedures. The 240-hour cap on vacation leave established by the Town's Personnel Policies and Procedures shall not apply to the Town Manager, and is hereby replaced with a total vacation leave accrual cap of 350 hours.

3.9.1. At any time during the term of this Agreement, the Town Manager may request that the Town purchase, at the applicable salary rate set forth in paragraph 3.1 above, up to a cumulative total of 125 hours of the Town Manager's accrued vacation leave from the Town Manager.

3.10. Tuition Reimbursement. The Town shall provide the same tuition reimbursement to the Town Manager as is available generally to Town employees under Policy 6-2 of the Town's Personnel Policies and Procedures. The Mayor shall perform all functions normally undertaken by the department head, human resources director or town manager under Policy 6-2 for purposes of reviewing and approving tuition reimbursement requests by the Town Manager.

3.11. Use of Town Vehicle. The Town Manager's duties require that he shall at all times during his employment with the Town have use of an automobile provided to him by the Town for Town business. The Town Manager may transport guests of the Town Manager within or outside the Town's corporate limits. The Town Manager is permitted to make incidental personal use of the Town Vehicle, including by way of example stopping for personal business on the way to or from official Town business.

3.12. Health and Other Insurance; Retirement Plan; Other Benefits. Except as otherwise amended or expanded by this Agreement, the Town Manager shall receive all insurance, retirement, and other benefits afforded to all other Town employees.

3.13. Work Hours. The Town recognizes that the Town Manager must devote a great deal of time outside normal office hours to the business of the Town. The Town Manager may adjust his office hours as he shall deem appropriate so long as he is reasonably available and the management of the Town is not harmed.

Article 4. Termination.

4.1. Termination by the Town for Convenience. The Town may terminate the Town Manager's employment for convenience. For purposes of this Agreement, termination for "convenience" means termination for any reason other than for "cause" (see paragraph 4.2 below). If the Town terminates the Town Manager's employment for convenience, then this Agreement shall terminate, and the Town shall pay the Town Manager severance benefits as set forth in this paragraph 4.1.

4.1.1. If the Town terminates the Town Manager's employment for convenience within the first 180 days of the term of this Agreement, the Town shall pay the Town Manager:

4.1.1.1. A lump sum severance payment equal to six months of the Town Manager's salary; and

4.1.1.2. A lump sum contribution to the Town Manager's deferred compensation plan (see paragraph 3.2 above) in the amount of 5% of the Town Manager's then-existing annual salary. If the Town is unable to make the lump sum contribution, or any portion of the lump sum contribution, to the Town Manager's deferred compensation plan because the contribution would exceed the maximum contribution allowable by law for the calendar year for the Town Manager's deferred compensation plan, the Town shall make a payment in the amount set forth in this paragraph, or in the remaining portion of that amount not able to be contributed to the deferred compensation plan, directly to the Town Manager; and

4.1.1.3. A lump sum payment for the Town Manager's accrued unused vacation leave (see paragraph 3.9 above).

4.1.2. If the Town terminates the Town Manager's employment for convenience after the first 180 days of the term of this Agreement, the Town shall pay the Town Manager:

4.1.2.1. A lump sum severance payment equal to the Town Manager's salary for the number of months remaining in the term of the Agreement. By way of illustration and not limitation, if the Town Manager is terminated with three months remaining in the term of this Agreement, the Town will pay the Town Manager a lump sum severance payment equal to three months of the Town Manager's salary; and

4.1.2.2. A lump sum contribution to the Town Manager's deferred compensation plan (see paragraph 3.2 above) in the amount of 5% of the Town Manager's then-existing annual salary. If the Town is unable to make the lump sum contribution, or any portion of the lump sum contribution, to the Town Manager's deferred compensation plan because the contribution would exceed the maximum contribution allowable by law for the calendar year for the Town Manager's deferred compensation plan, the Town shall make a payment in the amount set forth in this paragraph, or in the remaining portion of that amount not able to be contributed to the deferred compensation plan, directly to the Town Manager; and

4.1.2.3. A lump sum payment for the Town Manager's accrued unused vacation leave (see paragraph 3.9 above).

4.2. Termination by the Town for Cause. The Town may terminate the Town Manager's employment for cause. For purposes of this Agreement, termination for "cause" is defined as (i) the commission of a criminal offense; (ii) the commission of an immoral act or other behavior, whether on or off duty, which brings the Town into disrepute, embarrasses the Town publicly, or raises questions about the Town Manager's fitness to serve in his role as Town Manager; (iii) non-performance of a required duty; or (iv) any similarly serious reason for termination. If the Town terminates the Town Manager's employment for "cause," then this Agreement shall terminate. All salary payable to the Town Manager under this Agreement shall immediately cease, except that all earned but unpaid salary and benefits, and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager. The Town Manager shall not be eligible for any severance payment or benefits payable under paragraph 4.1 above.

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5.1. Recitals. The recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here by reference.

5.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Agreement.

5.3. Severability. If any provision of this Agreement is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provisions as may be possible and still be legal, valid, and enforceable, and this Agreement shall be deemed reformed accordingly.

5.4. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

5.5. Interpretation. This Agreement has been negotiated by the Town and the Town Manager, and neither Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

5.6. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their respective signatures.

TOWN:

THE TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: 2/1/2022

TOWN MANAGER:

TERRY S. ROZEMA

By: _____
Terry S. Rozema

Date: 2-2-22

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney